

COBB COUNTY PURCHASING DEPARTMENT 100 Cherokee Street, Suite 260 Marietta, Georgia 30090 (770) 528-8400 /FAX (770) 528-1154 Email: purchasing @cobbcounty.org www.purchasing.cobbcountyga.gov

IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

ALL bids <u>MUST</u> be received at the Cobb County Purchasing Department. PLEASE NOTE NEW LOCATION

BIDS MUST BE RECEIVED BEFORE 12:00 (NOON) ON BID OPENING DAY

Any bid received later than 12:00 (noon) will not be accepted. The County accepts no responsibility for delays in the mail. Bids are to be mailed or delivered to:

COBB COUNTY PURCHASING DEPARTMENT 100 Cherokee Street, Suite 260 MARIETTA, GA 30090

All bids shall be submitted on the Bid Proposal Form. Any revisions made on the outside of the envelope <u>WILL NOT</u> be considered.

PLEASE CHECK bid specifications and advertisement for document requirements.

Documents/Forms listed below <u>MUST</u> be submitted when required. Omission of these documents /forms will cause your bid/proposal to be declared **NON-RESPONSIVE.**

• BID SUBMITTAL FORM

- ► Official Signature is required on this form guaranteeing the quotation.
- CONTRACTOR AFFIDAVIT and AGREEMENT Exhibit A
 - ► Affidavit **MUST** be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, bid will be determined non-responsive and will be disqualified.
- BID BOND (NOT REQUIRED)

If your firm is classified as a Disadvantaged Business Enterprise (DBE) please complete Exhibit B with bid response. A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business.

All vendors are required to submit the ORIGINAL AND AT LEAST one (1) duplicated copy of any bid submitted to Cobb County. Please refer to your bid specifications to determine if more than one (1) copy is required. Non-submission of a duplicate copy may disqualify your bid/proposal.

A **"SEALED BID LABEL"** has been enclosed to affix to your bid. This label <u>MUST</u> be affixed to the outside of the envelope or package, **even if it is a "NO BID" response**. Failure to attach the label may result in your bid being opened in error or not routed to the proper location for consideration. No bid will be accepted after the date and time specified.

Thank you in advance for your cooperation.

ADVERTISEMENT FOR REQUEST FOR PROPOSAL

Cobb County Purchasing Department 100 Cherokee Street, Suite 260 Marietta, Georgia 30090

BID OPENING DATE: DECEMBER 13, 2012

Cobb County will receive Sealed Bids before 12:00 noon, December 13, 2012 in the Cobb County Purchasing Department, 100 Cherokee Street, Suite 260, Marietta, Georgia 30090

No bids will be accepted after the 12:00 noon deadline.

Sealed Bid # 13 – 5741 Request for Proposal Next Generation 911 Hosted Telephone System Cobb County 911 Communications Bureau

Pre-Proposal Meeting: November 26, 2012 @ 1:30 P.M. Cobb County Emergency Operation Center (EOC) 140 North Marietta Parkway Marietta, GA 30090

Proposals are opened at 2:00 p.m. in the Cobb County Board of Commissioners Room, 2nd Floor, 100 Cherokee Street, Marietta, Georgia 30090.

No proposal may be withdrawn for a period of ninety (180) days after date of bid opening, unless otherwise specified in the bid documents. Cobb County will consider the competency and responsibility of bidders in making the award. Cobb County reserves the right to reject any and all proposals, to waive informalities and technicalities, to reject portions of the proposals, and to award contracts in a manner consistent with the County and the laws governing the State of Georgia.

The Georgia Security and Immigration Compliance Act Affidavit form must be submitted with all bid packages involving the "performance of physical services" in order to be considered.

This solicitation and any addenda are available for download in PDF format on the Cobb County Purchasing website. www.purchasing.cobbcountyga.gov.

Advertise: November 16, 23, 30, 2012 December 7, 2012



BID SUBMITTAL FORM

SUBMIT BID/PROPOSAL TO: Cobb County Purchasing Department 100 Cherokee Street, Suite 260 Marietta. GA 30090

BID/PROJECT NUMBER: 13-5741

Request for Proposal Next Generation 911 Hosted Telephone System Cobb County 911 Communications Bureau

DELIVERY DEADLINE: DECEMBER 13, 2012 BEFORE 12:00 (NOON) EST (NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

Bid Opening Date: DECEMBER 13, 2012 @ 2:00 P.M. in the Cobb County Board of Commissioner Meeting Room, 2nd Floor, Marietta, Georgia, 30090.

BUSINESS NAME AND ADDRESS INFORMATION:

| Company name: | | | |
|---|-----------------------------|--|--|
| Contact name: | | | |
| Company address: | | | |
| E-mail address: | | | |
| Phone number: | Fax number: | | |
| NAME AND OFFICIAL TITLE OF OFFICER GU | JARANTEEING THIS QUOTATION: | | |
| (PLEASE PRINT/TYPE) NAME | TITLE | | |
| SIGNATURE OF OFFICER ABOVE: | | | |
| | (SIGNATURE) | | |
| TELEPHONE: | FAX: | | |
| BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: | | | |
| BIDDER SHALL INDICATE MAXIMUM DELIVI | FRY DATE. | | |

Bids received after the date and time indicated will not be considered. Cobb County reserves the right to reject any and all bids, to waive informalities, to reject portions of the bid, to waive technicalities and to award contracts in a manner consistent with the county and the laws governing the state of Georgia.

The enclosed (or attached) bid is in response to Bid Number <u>13-5741</u>; is a firm offer, as defined by section O.C.G.A. (s) 11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178), by the undersigned bidder. This offer shall remain open for acceptance for a period of 180 days calendar days from the bid opening date, as set forth in this invitation to bid unless otherwise specified in the bid documents.

NOTICE TO BIDDERS - - BID QUOTES MUST INCLUDE INSIDE DELIVERY CHARGES

SEALED BID LABEL

SEALED BID ENCLOSED

DELIVER TO: Cobb County Purchasing 100 Cherokee Street, Suite 260 Marietta, GA 30090

SEALED BID # 13-5741 DATE: December 13, 2012

BIDS MUST BE RECEIVED BEFORE 12:00 NOON

DESCRIPTION: Request for Proposal Next Generation 911 Hosted Telephone System

PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE



"STATEMENT OF NO BID"

COBB COUNTY PURCHASING DEPARTMENT 100 Cherokee Street, Suite 260 MARIETTA, GA 30090

TO ALL PROSPECTIVE BIDDERS:

Because of the many requests to be placed on our vendors' list, we are continuously updating the list. While we want to include all bona fide vendors, we do not want to mail bids to those vendors who may no longer be interested in participating in our bidding process.

If you do not choose to respond to the attached Invitation to Bid/Request for Proposal, please fill out the form below indicating whether or not you want to be retained on our current vendor list.

Vendors who do not respond in any way (by either submitting a bid or by returning this form) over a period of one year may be removed from the current vendor list.

Vendors who do not wish to bid often return the entire bid package, sometimes at considerable postage expense. Returning the entire bid package is not necessary. Simply return this form.

Thank you for your cooperation. Cobb County Purchasing Department

"STATEMENT OF NO BID" SEALED BID NUMBER 13-5741 REQUEST FOR PROPOSAL NEXT GENERATION 911 HOSTED TELEPHONE SYSTEM COBB COUNTY 911 COMMUNICATIONS BUREAU

If you do not wish to respond to the attached Invitation to Bid/Request for Proposal, please complete this form and mail/fax to: Cobb County Purchasing Department, Attention: Sealed Bid Department, 100 Cherokee Street, Suite 260, Marietta, GA. 30090 -Fax # 770-528-1154

I do not wish to submit a bid/proposal on this solicitation.

I wish to be retained on the vendor list for this commodity or service: Yes_____ No _____

Please PRINT the following:

Company

Representative

You are invited to list reasons for your decision not to bid:



Cobb County... Expect the Best!

REQUEST FOR PROPOSAL

SEALED BID # 13-5741

NEXT GENERATION 911 HOSTED TELEPHONE SYSTEM COBB COUNTY 911 COMMUNICATIONS BUREAU

BID OPENING DATE: DECEMBER 13, 2012

PRE-PROPOSAL CONFERENCE: NOVEMBER 26, 2012 @ 1:30 P.M. (E.S.T.) COBB COUNTY EMERGENCY OPERATION CENTER (EOC) 140 NORTH MARIETTA PARKWAY MARIETTA, GA 30090

Proposals Are Received In the Cobb County Purchasing Department 100 Cherokee Street, Suite 260 Marietta, Georgia 30090

Before 12:00 (Noon) By The Bid Opening Date

Proposal Will Be Opened In the Cobb County Board Of Commissioner Meeting Room at 2:00 pm 2nd Floor, 100 Cherokee Street Marietta, GA 30090

VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL AND 5 COPIES, 1 CD OF BID (UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)

| NAME: | | |
|-----------------|------|--|
| ADDRESS: | | |
| | | |
| REPRESENTATIVE: | | |
| PHONE: | FAX: | |
| E-MAIL | | |

NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.

COBB COUNTY GOVERNMENT

REQUEST FOR PROPOSAL

NEXT GENERATION 911 HOSTED TELEPHONE SYSTEM

COBB COUNTY 911 COMMUNICATIONS BUREAU

SEALED BID #13-5741



Cobb County... Expect the Best!

Request for Proposals Next Generation 911 Hosted Telephone System Sealed Bid #13-5741

1 Overview and General Instructions to Bidders

The purpose of this Request for Proposal (RFP) is to provide sufficient information to interested and competent organizations which will provide them the opportunity to respond by submitting proposals for a Next Generation 911 Hosted Telephone System.

1.01 **Pre-Proposal Conference**

There will be a pre- proposal conference for all interested parties:

Date:November 26, 2012Time:1:30 PMLocation:Cobb County Emergency Operation Center (EOC)140 North Marietta Parkway
Marietta, GA 30060

Although attendance at this meeting is not mandatory, Bidders are strongly urged to attend, as it is expected that many relevant questions will be asked and answered during this conference. Bidders may submit written inquiries or request clarifications verbally at the Pre-Proposal Conference.

1.02 Request for Additional Information

It is anticipated that most questions will be answered at the Pre-Proposal Conference. However, if there are additional questions or inquiries they shall be submitted and received in writing before **5:00 pm December 4**, **2012 to:**

Cobb County Purchasing Department 100 Cherokee Street, Suite 260 Marietta, Georgia 30090-7000 Fax: (770) 528-1154 Email: purchasing @cobbcounty.org

Bidders are expressly instructed that the above contact is the only authorized source of information. Unauthorized contact with any other personnel may result in immediate disqualification of the Bidder. Any response to a properly submitted inquiry will be answered in the form of an addendum. Cobb County is not bound by any oral representations, clarification, or changes made to the written specification by County's employees unless such clarification or change is provided to the Bidders in written addendum form from Cobb County.

1.03 Addenda to this RFP

Addenda will be posted on the Cobb County Website at <u>purchasing.cobbcountyga.gov</u>. No Addenda will be issued later than three days prior to the date for receipt of proposals except an Addendum withdrawing the request for proposals or one, which includes postponement of the date for receipt of proposals. Each Bidder shall ascertain prior to submitting a proposal that the Bidder has received all Addenda issued, and the Bidder

shall acknowledge the receipt in the proposal.

1.04 Proprietary Information

Any information contained in a proposal that is considered proprietary by the Bidder shall be clearly marked as such. Information not marked as proprietary will be considered public information generally available. The entire document may not be designated as proprietary.

1.05 Costs of Proposal Preparation

All costs incurred in the preparation of a proposal including but not limited to labor, travel and incidental expenses are the complete responsibility of the Bidder and are not recoverable from Cobb County.

1.06 Delivery of Proposals

Bidders are instructed to deliver one (1) original hardcopy, (1) CD and five (5) duplicate copies of their response to this RFP before 12:00PM (Noon), Thursday, December 13, 2012 to:

Cobb County Purchasing Department 100 Cherokee Street, Suite 260 Marietta, Georgia 30090

All responses shall be sealed and clearly marked "Next Generation 911 Hosted Telephone System", Sealed Bid No **13-5741. Sealed Bid label is included in the RFP**

No proposal will be accepted after the above date and time. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of proposals.

1.07 Bonding

1.07.01 Performance/Payment Bond

Within ten (10) days after notice of an award, Bidders are required to have a valid Performance/Payment Bond in force covering the work to be performed up to the time of total acceptance by Cobb County. The bond shall be in the amount of one hundred (100) percent of the contract amount, guaranteeing to Cobb County the completion and performance of the work covered in such a contract, as well as full payment of all suppliers, agents, laborers or subcontractors employed in the performance of the project. Such bond will be in a form and with a surety acceptable to Cobb County and will provide for the protection of all persons supplying labor and materials used for the performance of the work. Purchase Order(s) will not be issued until an acceptable Performance/Payment Bond has been received. The Bidder agrees to keep such bond or a replacement thereof, in force at all times during the course of the performance for this project, including any change orders.

1.07.02 Qualification of Surety

A surety company of recognized and acceptable standing, authorized to do business in the State of Georgia and having a resident agent in Cobb County or adjacent area shall execute the Performance Bond. The Surety Company will hold a current certificate of authority as acceptable surety on Federal Bonds, in accordance with U.S. Department of Treasury Circular 570, Current Revision.

1.07.03 Contract Assignment

A successful Bidder(s) may not assign any part of a resultant contractual agreement (except contract payments) without the prior written authorization of Cobb County.

1.08 Non Collusion Statement

By submission of a proposal, the Bidder certifies, under penalty of perjury, that to the best of its knowledge and belief:

- The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.
- Unless otherwise required by law, the prices, which have been quoted in the proposal, have not been knowingly disclosed by the Bidder prior to opening, directly, or indirectly, to any other Bidder or to any competitor.
- No attempt has been made, or will be made, by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

1.09 Conflict of Interest/Contingency Fees/Certification by Subcontractors

By submission of a proposal, the Bidder certifies, under penalty of perjury, that to the best of its knowledge and belief:

- A. No circumstances exist which will cause a conflict of interest in performing the services required by this RFP
- B. That no employee of the County, nor any member thereof, nor any public agency or official affected by this RFP, has any pecuniary interest in the business of the Bidder or his subcontractor(s) has any interest that would conflict in any manner or degree with the performance related to this RFP

The Bidder also warrants that he and his subcontractor(s) have not employed or retained any company or person other than a bona fide employee working solely for the Bidder or subcontractor(s) to solicit or secure a contract agreement with Cobb County, as related to this RFP, and that he and his subcontractor(s) have not paid or agreed to pay person, company, corporation, individual, or firm other than a bona fide employee working solely for the Bidder or his subcontractor(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this agreement.

For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

The successful Bidder shall require each of its subcontractor(s) to sign a statement certifying to and agreeing to comply with the terms of (A) and (B) above.

1.10 Indemnification/Hold Harmless Agreement

By submission of a proposal, the selected Bidder agrees to indemnify Cobb County and, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless Cobb County, its officers, officials, employees, and volunteers from and against all claims, actions, liabilities, losses, (including economic losses) or costs arising out of any actual or alleged (a) bodily injury, sickness, disease, or death; or injury to or destruction of tangible property including the loss of use resulting there from; or any other damage or loss arising out of or resulting claims resulting in whole or in part from any actual or alleged act or omission of the Bidder, subcontractor, anyone directly or indirectly employed by any of them; or anyone for whole acts any of them may be liable in the performance of work; (b) violation of any law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent rights or other intellectual property rights by the Bidder in the performance of work; or (c) liens, claims or actions made by the Bidder or other party performing the work, as approved by the County.

The indemnification obligations herein shall not be limited by any limitation on the amount, type of damages, compensation, or benefits payable by or for the Bidder or his subcontractor(s), as approved by the County, under worker's compensation acts, disability benefit acts, other employee benefits acts or any statutory bar or insurance.

1.11 **Proof of Insurance**

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

A. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily injury, personal injury and property damage for premises/operations, products/completed operations, contractual liability, independent contractors, broad-from property damage, and underground, explosion and collapse hazard.

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage including all owned, hired, and non-owned.

3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor code of the State of Georgia and Employers Liability of \$100,000 per accident.

4. Umbrella Liability: \$5,000,000 combined single limits per occurrence.

5. Builders Risk Insurance, if applicable: All Risk coverage on any buildings, structure of work and material in an amount equal to 100 per cent of the value of the contract. Coverage is to cover Cobb County interest and Cobb County shall be named as Loss Payee.

B. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insurance retentions must be declared to and approved by the Owner. At the option of the Owner, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officients officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses related to investigations, claim administration and defense expenses.

C. OTHER INSURANCE PROVISIONS

1. General Liability, Automobile Liability, and Umbrella Liability Coverages

The Owner and its officers, officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and its officers, official's employees or volunteers.

The Contractor is responsible for insuring its own property and equipment.

2. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Owner and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for the Owner.

3. All Coverage: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be changed, cancelled, suspended, terminated or non-renewed except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to Cobb County of said change of coverage, cancellation, suspension, termination / or non-renewal.

D. ACCEPTABILITY.

Insurance is to be placed with insurers with a Best's rating of no less than A: VII, or otherwise acceptable to the Owner.

E. VERIFICATION OF COVERAGE.

Contractor shall furnish the Owner with certificates of insurance and with original endorsements effecting coverage required by this clause. These certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Owner before any work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

F. SUBCONTRACTORS

Subcontractor means one not in the employment of the Contractor who is performing all or part of the services under this Agreement under a separate contract with the Contractor.

Contractor shall include all subcontractors as insured under its insurance or shall ensure that subcontractors have met the insurance requirements of this agreement. Owner may request evidence of subcontractor's insurance.

Contractor is responsible for having all subcontractors comply with all terms and conditions of the Invitation to Bid.

G. WAIVER OF SUBROGATION

Bidder shall require all insurance policies in any way related to the work and secured and maintained by Bidder to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against Customer. Bidder shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

1.12 Clarification of Proposals

During the evaluation of proposals, Cobb County may, at its discretion and at no cost to Cobb County, invite any respondent to appear for questioning or provide written responses during proposal evaluation for the purpose of clarifying statements in the proposal.

1.13 System Demonstration

If requested by Cobb County, the Bidder agrees to provide a demonstration of the proposed software and equipment solution on a Cobb County site to be conducted within two weeks of request. For the purposes of this RFP, this request could include a site visit to an existing customer that has the proposed Next Generation 911 Hosted Telephone System in operation.

1.14 **Prime Bidder Responsibility**

It is recognized that several firms may wish to combine their resources in responding to this RFP. However, one firm shall be identified as the prime Bidder and shall be responsible for the entire contract. Proposals by such combinations are acceptable, provided that each proposal is a complete proposal (as defined within this RFP) and contains all required information. The Bidder shall be a certified partner of the software product being proposed.

This specification shall require the successful Bidder to supply a fully operational Next Generation Hosted 911 Telephone System installed and operating in the facilities of the Cobb County Government. Prime Bidder responsibility requires that the successful Bidder be responsible for the complete definition, delivery, integration, training, implementation, operation and continued maintenance of the Next Generation 911 Hosted Telephone System. If multiple Bidders wish to jointly propose a solution, the Bidder that will be completely responsible for system integration shall be clearly specified in the proposal. The proposal shall contain a section which describes the Company Information Overview for each company proposed to participate in the solution.

1.15 Modification or Withdrawal of Proposals

Modifications to or withdrawals of proposals that have been submitted may take place without hindrance at any time up to the deadline for proposal submission. After this time, no modifications to or withdrawals of proposals may be made for any reason.

1.16 Proposal Duration

Proposals submitted in response to this RFP shall be valid for a period of 180 days from proposal submission deadline, and shall be so marked.

1.17 Bidder's Experience and Qualifications

Bidders submitting a response to this RFP must have experience with providing similar systems as proposed in this document. The Bidder must meet the following criteria:

- The Bidder shall identify the proposed implementation and support staff and their related experience. Résumé's shall be included for key implementation staff members.
- The Bidder shall provide customer references where the Next Generation 911 Hosted Telephone System was implemented. These customer references shall include contact names, email addresses and tele-

phone numbers along with a brief description of system, including:

- ^a Solution name and version number that was implemented and month/year of implementation
- ^a Type of support currently being utilized by the customer
- Approximate Dates of the Implementation from Kick-off to Go-Live; was it completed on time?
- Number of telephone calls handled utilizing system and number of call taking and dispatch positions.
- The Bidder shall explain what steps they are taking in the development of their product to stay updated and stable in a competitive environment. Include a development roadmap if available.
- The Bidder shall explain what role (if any) user groups have towards new development and enhancements of the product. If there is a formal process for this, it should be explained.
- The Bidder shall list the number of customers that have implemented the proposed solution in the last three (3) years.
- The Bidder shall provide any Customer Service Call Center reports which it typically generates that reflect the service level and response time of equipment and/or technical issues.

1.18 Uniform Proposals

To facilitate comparative analysis and evaluation of proposals it is desired that a uniform format be employed in structuring each proposal. The required format is one that will coincide with specifications in Sections 3.10, 3.20 and 3.30 of this RFP in the Proposal Format section. The Bidder's degree of compliance with the requirements of the RFP will be a factor in the subsequent evaluation of the proposal. Proposals with major deviations or omissions may be considered non-responsive and not evaluated. **Company proposals shall become part of the contract with Cobb County should they be selected under the RFP**.

1.19 Added Value

Bidders may include anything unique in their proposed solution which adds value to the products/services provided to Cobb County Government. The cost of this added value must be clearly explained and justified in the proposal.

1.20 Award of Contract

It is anticipated that a contract will be awarded to the successful Bidder. However, no work is to begin, nor is the County liable for any costs whatsoever, until the contract has been duly signed and certified by the appropriate parties.

The successful Bidder will enter into a contract with the County on a form agreeable to Cobb County.

1.21 Multiple Awards

Cobb County reserves the right to make multiple awards or to make an aggregate award, whichever is deemed most advantageous to Cobb County. If Cobb County determines that an aggregate award to one Bidder is not in Cobb County's best interest, "all or none" offers shall be rejected. Cobb County reserves the right to purchase any desired equipment, software, and/or services from any source in part or in whole.

1.22 Right to Reject Any or All Proposals

Each proposal must comply with all requirements for a regular proposal as directed or required by this RFP. Notice is hereby given to all companies bidding that if their proposal is defective or irregular, the proposal may be rejected immediately. Cobb County reserves the right to reject any or all proposals or to waive any specific technicalities or informalities in order to accept any proposal deemed to be in the best interest of Cobb County. Cobb County also reserves the right to accept any portion of any bid and to enter into a contract with one or more Bidders. The successful Bidder shall be required to enter into a contract agreeable to the County, and in the event a negotiated contract cannot be completed, then the County may withdraw from the negotiations and enter into negotiations with another qualified Bidder. Cobb County also reserves the right to accept any portion of any bid and enter into a contract with one or more respondents.

1.23 Multi-Year Contract Provisions

The successful respondent shall be required to enter into a contract containing the provisions as required by Georgia law pertaining to multi-year contracts. The following is a sample of the provision and will be adjusted as to the term or as to the length of the contract.

This contract shall terminate absolutely and without further obligation on the part of Cobb County at the close of the calendar year in which it was executed, and at the close of each succeeding calendar year for which it may be renewed as provided in O.C.G.A. Section 36-60-13. The contract shall automatically renew for each of the remaining calendar years provided for in the contract, unless positive action is taken by Cobb County to terminate such contract, and the nature of such action shall be written notice provided to the consulting firm within sixty (60) days before the end of the initial year of the contract or each succeeding remaining calendar year.

This contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of Cobb County under this contract.

Contract Term

Contract awarded as a result of proposals submitted under this RFP shall extend from the date of award for a period of thirty-six (36) full months, with an option to renew for two (2) additional one (1) year periods. Any option to renew will be made at the sole discretion of the County. The CONTRACT shall be subject to the provisions of O.C.G.A 36-60-13 regarding multi-year contracts.

2 Introduction

2.1 Opening Statement

Cobb County is a metro Atlanta county located just 10 minutes North-West of Atlanta. With a rich history of the old south, Cobb County is a proven government leader whose focus is on improving the quality of life for its residents and businesses. We have continued our tradition of having the lowest property taxes in the metro area while continuing to maintain our "Triple A" bond ratings from the nation's top three bond agencies for more than a decade. Likewise, our Water System has earned the same honor for ten years running. With 688,433 residents, the County contributes to the well-being of its residents through investment in parks land, Public Safety and transportation. Not only is Cobb a good place for its residents, it is also a good place for business. There are several Fortune 500 Companies with headquarters in Cobb County which include Home Depot, Coca-Cola Enterprises, BlueLinx Holdings and Genuine Parts (NAPA).

The Cobb County 911 Communications Bureau is a team of 125 civilian employees. The 911 Communications Bureau is CALEA Accredited Flagship organization and place tremendous value on the relationships our Bureau has built with the communities they serve. The success of the Cobb County 911 Communications Bureau is due

to both the strong commitment of our employees and the support they receive from the community. It is their belief that these partnerships and the professionalism of the staff members, contribute to the safe environment enjoyed by those who live, work, and visit this great county. Cobb County 911 Communications Bureau employees are dedicated, well-trained, and enthusiastic professionals who take pride in their work.

2.2 Project Background

Cobb County's existing 911 Telephone System has become obsolete and is in need of replacement. The nature of E911 communications is changing from analog land line telephones with static locations to mobile locations with the introduction of cellular telephones, voice over IP telephones, portable digital communications devices and other mobile digital IP capable devices. To answer the new and changing communications environment management of the 911 Communications Bureau has researched the best way to address this new emergency communications environment and determined the optimum solution for Cobb County is to acquire and deploy a hosted emergency communications network service to replace the in-house 911 Telephone System.

2.3 Vision

To answer the new and changing emergency communications environment, management of the 911 Communications Bureau has researched newer ways to address this new emergency communications environment and determined the optimum solution for Cobb County is to acquire and deploy a hosted emergency communications network service to replace the in-house 911 Telephone System.

The selected Bidder would provide the 911 Communications Bureau all the necessary telephone communications hardware, software, network equipment, connectivity, customer premised equipment, customer premised software, support and all associated services to provide E911 communication services to the citizens of Cobb County. The selected Bidder will be responsible for network connectivity, call routing, call distribution, interconnects with local telephone companies, all maintenance, training, and support of their system and equipment to both the citizens of Cobb County and the Cobb County 911 Communications Bureau.

2.4 **Project Objectives**

Cobb County 911 Communications Bureau's objectives for this project are:

- Procure a hosted digital Voice over Internet Protocol E911 Communications Network and Telephone System.
- Bidder will implement their solution with all necessary network components and all required equipment in the Primary and Backup 911 Centers in the County.
- Bidder will implement all required network interconnects with the local telephone companies.
- Bidder will be responsible for their 911 Communications Network set up, interconnects and system operation.
- Bidder provided end user training and documentation.
- Bidder provided ongoing maintenance and support of their system to the Cobb County 911 Communications Bureau.

2.6 **Operating Environment**

The PSAP NG 911 Hosted Telephone System is intended to provide emergency 911 and integrated administrative telephone services to 911 Communications Bureau and the public. The proposed system shall include the ability to scale up to fifty (50) percent increase in capacity without replacement.

Population

688,433

| 911 Communications Bureau Staff | 125 |
|---|------------------|
| Primary Center - Total Call Taking Position | 34 |
| Dispatch Positions (can take calls) | 20 |
| Call Taking Positions (only take calls) | 12 |
| Supervisor Positions | 2 |
| Backup Center – Total Call Taking Positions | 13 |
| Dispatch Positions (can take calls) | 13 |
| Call Taking Positions (only take calls) | 0 |
| Supervisor Positions | 0 |
| Number of Jurisdiction Dispatched | 3 |
| Number of Agencies Dispatched: | |
| Police | 4 |
| Fire | 2 |
| Telephone Calls Received | 698,097 per year |
| Emergency 911 Calls | 379,710 per year |
| Administrative Calls | 318,387 per year |

3 Proposal Format and Content

3.0 Public Safety Next Generation 911 Hosted Telephone System Functions

The following section contains the response documents, which shall be completed and submitted as part of the Technical Section. Failure to complete and return this section of the RFP will be a basis for disqualification. This section is to be returned on the original forms provided; in no case shall the requirements be retyped or altered in any way from those provided within.

Each item in this response document shall be marked with one of the following "numerical codes":

- [5] Requirement is fully and completely met by proposed system and can be demonstrated in the proposed PSAP NG 911 Hosted Telephone System.
- [4] Requirement will be provided by proposed modifications to the base system and is included in the total price proposed. These modifications will be maintained in the base system in all future releases of the system being implemented; and a walk-through of the future release can be provided.
- [3] Requirement will be provided by a standard option. The cost of these options shall be provided in the cost section of the proposal.
- [0] Requirement cannot be provided.

In the event that additional information is to be provided on a separate sheet to further describe the method in which the proposed records system meets the specific requirement, an asterisk shall be entered on the response form following the "numerical code", such as [5*].

This part of the proposal shall include a response to each element of **Section 3.0.** To avoid ambiguity any additional comments or explanation required by the bidder should be identified by element number.

3. 10 PSAP NG 911 HOSTED TELEPHONE SYSTEM REQUIREMENTS

- 1. [] Any and all hardware located in the County's Primary or Back-up 911 Centers shall conform to the County Standards specified in paragraph 4.10 County Standards or be pre-approved by the 911 Communications Bureau in advance of any hardware deployment by the bidder.
- 2. [] The System's call management system should be digital technology supporting Voice over Internet Protocol (VoIP) technology.
- 3. The System must fully support the following formats and incoming telephony interfaces:
 - a. [] Analog or digital telephone calls
 - b. [] Wireless calls incompliance with FCC Phase I and II
 - c. [] Voice over IP in session initiation protocol (SIP) format in compliance with the National
 - Emergency Number Associate (NENA) i3 Standard
 - d. [] Telephone Line Interface
 - e. [] Ring Down Interface
 - f. [] Digital T1 Interface
 - g. [] ISDN Primary Rate Interface
 - h. [] Enhanced MF Signaling Interface
 - i. [] Direct IP Telephone Interconnections
 - j. [] E911 CAMA Analog Trunk
 - k. [] Short Message Service (SMS)
- 4. [] Telephone consoles or sets are required for alternate call processing backup and should be designated as an integral part of the system. Manual switching from computer to telephone consoles via cable swap from the computer to the console or set will not be acceptable. Bidder shall provide an interface to the desktop console or set via a serial or TCP/IP connection. Telephone consoles should be digital TCP/IP devices.
- 5. [] The hosted system must be scalability without service interruption to the customer's Primary and Backup 911 Centers. The bidder must describe how the proposed hosted system can be scaled up for increased call volume.
- 6. [] The bidder is required to propose and document in the proposal a hosted solution capable of efficiently handling 800,000 calls for service per year, scalable to 1,200,000 calls for service per year with 60 user positions (40 at the primary and 20 at the backup center).
- 7. The bidder must interface the proposed PSAP NG 911Hosted Telephone System with Cobb County's:
 - a. [] Existing Motorola Radio System on the same workstation, integration methods employed by the bidder must meet Cobb County's approval, and not effect warranties, agreements, or proprietary rights of the existing systems' manufacturers.
 - b. [] Existing Motorola Premier Computer Aided Dispatch (CAD) System
 - c. [] Existing Nice Inform Recording System,
 - d. [] The Motorola PremierOne CAD System being implemented during 2013
- 8. [] Cobb County currently operates a Motorola PremierCAD system. The Bidder must define in the Proposal the PSAP NG 911 Hosted Telephone System fields available for transfer to the CAD system and propose varying degrees of telephone/CAD integration. At a minimum the name, address, XY coordinate location, telephone number of the calling party, the time of call received (first ring) and the time the call answered must transfer to the respective CAD fields from the telephone system.
- 9. Headsets Cobb County desires to continue operating with only one headset per user. The Bidder must include proposed engineering for headset connectivity, transmission, and reception of the telephone and

radio audio systems.

a. [] Microphones/speakers/headsets

Users must be permitted to use the same microphone and speaker or headset to control the radio and telephone functions. Integration of the headset between the telephone and radio systems is performed through the radio bidder's interface function in the radio console. The bidder must insure the system proposed will fully integrate with the standard radio interfaces.

b. [] Adjustments

Independent headset audio/speaker adjustments are required. The user must be provided the capable of independently adjusting receiver audio levels from the System by using the mouse and/or keyboard. Telephone audio adjustments must be made independent from and not affect the individual workstation, but must follow the user by log-on to any workstation within the system.

c. [] Auxiliary Audio Inputs

The system's interface function must provide auxiliary audio inputs that will allow a call-taker to listen to audio sources when they are not on a call. There must be a minimum of three audio inputs.

d. [] Mute

A mute function is required for The System application. This feature shall be available to the agent via a single mouse click or keystroke.

e. [] Telephone off-hook

To integrate the headsets into the radio interface, Bidder's must provide a closed relay contact for a telephone "off-hook" condition. The relay contacts must be floating and not connected to ground or voltage/battery.

f. [] Transmit and receive audio

Audio switching shall be available to agent via a single mouse click or keystroke. External transmit and receive headset connections are strongly discouraged. It is preferred that these volume controls should follow the agent based on log-on. Impedance and levels must be equal to a standard telephone headset, balanced, and free of hum, noise and cross talk.

g. [] Types

Cobb County 911 currently uses Plantronic headsets. No change is anticipated. The system must permit use of standard telephone headsets available in the marketplace without modification to the headset jack or internal wiring. It should be noted that user console workspace is a premium.

h. [] User positions must be equipped with two front panel headset jacks for the

telephone system only. The telephone headset jack must accept support for a standard, 4-wire or 6-wire headset plug including the push to talk variety. The transmit and receive audio levels must not change in the active headset when the other headset is inserted or removed. The system must be compatible with a standardized wireless headset application.

i. [] The system must allow an operational headset to be plugged in and allow the handset to also be functional, i.e. with the headset plugged in and operational the handset can be used to answer a call.

10. NG 911 Hosted Telephone System Software

References to software in this RFP include but are not limited to the NG 911Hosted Telephone System application, the NOS/OS, the telephone communications manager operating system and application, and any and all other software required to support the proposed hosted system.

a. [] Computer/Telephone System Software

Any and all software required to be deployed on the customer's site must be for standard

software products available in the marketplace for workstation and network operating systems. Proprietary NG 911 Hosted Telephone System application software executing on the customer's site is expected to be written in a state-of-the-art language using 64-bit architecture. Proprietary software must be designed and written using current programming languages and techniques, and perform efficiently. Long-term software support for proprietary software is required. The bidder must describe in the proposal their commitment to long term maintenance and support of the products proposed.

- b. [] The proposed solution shall utilize resident onboard 9-1-1 software without the need for adding additional hardware/software to decode 9-1-1 calls.
- c. [] Compatibility

To ensure compatibility with the Cobb County 911's existing network and future enhancements. The bidder shall state their OSI application level.

d. [] Production version

The latest production version of hosted software must be proposed. If between the time of proposal and the time of final acceptance a new release of the hosted software is marketed and available, it must be provided to Cobb County 911 without additional charge. One condition of final acceptance is that Cobb County 911 must be on the latest release of the supported production version of the hosted software for system.

e. [] Security

The bidder must propose a solution with security features to satisfy Cobb County's network security requirements (using, for example, routers or firewalls), including those security requirements by Public Safety, Georgia Bureau of Investigation and the Federal Bureau of Investigation to protect the criminal justice systems from unauthorized access.

f. [] Upgrades

Software upgrades must be provided to Cobb County as available. If a cost is associated with software upgrades, the bidder must include an expected cost for software upgrades.

11. System Compatibility

a. [] General 911 Telephone System Compatibility

The hardware, operating system, and network selected for the NG 911 Hosted Telephone System must be compatible with the Cobb County's computing and voice communications environment to the extent that all functional interface requirements are satisfied.

- b. [] E911 Network Compatibility The bidder must guarantee in writing that the proposed system is fully compatible with the State of Georgia.
- 12. [] The proposed system must provide users the ability to perform required and routine telephony functions with no impact and/or conflict with CAD and/or radio operations.
- 13. [] The NG 911 Hosted Telephone System telephone interface shall provide the user with on-screen access to all telephone features. The interface shall be a Graphical User Interface (GUI) and shall provide the user with the ability to access the applications via easy to use icons and pictures. Users shall be released from having to remember long, complicated command structures in favor of icons.

14. [] System log-on

The system shall provide log-on capability for each call taker. Each call taker shall only be allowed to log-on at one (1) position at a time. Each call taker will be prompted to log-on based on a user name and password. Upon successful log-on, all personalized features, functions, and capabilities shall be made available to the call taker.

15. [] Abandon call capture

The system must provide users and supervisors the capability to capture abandon call information, and redial the abandoned number automatically upon command. A list of abandoned calls must be provided in table format, and selectable for redial with a minimum number of screen touches, keystrokes, or mouse clicks.

16. [] Automatic redial

The system must provide each user the capability to redial the last ten (10) numbers (minimum) answered on their console. Redial must occur with a minimal number of screen touches, keystrokes, or mouse clicks.

17. [] Call Conferencing

The system must provide conferencing features which permit every user and supervisor on the system to conference multiple lines and trunks without regard to the type of line or trunk. Conferencing must not degrade the quality of the audio. The bidder must describe the call conferencing process, and the number of lines that can be included during a single conference call without degradation. Adding a call to the conference must occur immediately with a minimal number of screen touches, keystrokes, or mouse clicks. Bidder shall indicate the maximum number of lines that can be included in any one conference call.

18. [] Call history

As each call is answered, the system must automatically save the last one hundred (100) callers (ANI/ALI) in a Call History window.

19. [] Recording History

System must also be capable of recording and tracking the call history in a database format for retrieval by users at a later date with the minimum data retention of five (5) years.

20. [] Recording Access

The system must provide the ability to access recording history from multiple locations (workstations) in the Primary Center and Back-up Center.

21. [] Recording Access Security

The system must provide security control on who has the capability to access recordings.

22. [] Call Note

The system shall provide the ability for an operator to attach a Call Note to the Call record associated with any particular call. The note shall be recorded to the Master Call Records database and be available for viewing through the proposed NG 911 Hosted Telephone System reporting capabilities.

23. [] Call holding

Users answering calls must be permitted to immediately place a call on hold with a single keystroke, or mouse click. Information regarding the time the call was placed on hold, the duration the call has been on hold, and the user that placed it on hold must be available on the screen for each call on hold and available for viewing through the proposed NG 911 Hosted Telephone System reporting capabilities.

24. Call playback

- a. [] In addition to data captured on logging recorders, the system must provide separate functionality for recording and playing back all calls, voice, TTY, and TDD, for the most previous thirty (30) minutes of operation. Playback functions must occur within one (1) second of a minimal number of keystrokes, or mouse clicks.
- b. [] The voice recording shall be physically stored on the local hard drive in an individual file for each call.
- c. [] The Instant Recall Recorder shall provide VCR-like controls. The user shall have the ability to mark and move to any portion of the call.
- d. [] The Instant Recall Recorder shall record shall record all portions of the conversation. None

of the conversation shall be lost due to a change of condition i.e. going from "sleep mode" to "wake up" mode.

- e. [] The Intelligent Workstation shall provide two jack boxes and an external speaker at the position. This shall allow the call-taker to playback the Instant Recall Recorder to the speaker, headset/handset 1, headset/handset 2, or a called or calling party or a combination thereof.
- f. At a minimum, the Instant Recall Recorder shall provide the following features:

| 1. | [|] Play |
|----|---|--|
| 2. | [|] Pause |
| 3. | [|] Stop |
| 4. | [|] Play forward/Fast forward |
| 5. | [|] Rewind |
| 6. | [|] Repeat |
| 7. | [|] Forward file to another position |
| 8. | [|] Display ANI |
| 9. | [|] Display Calling Line ID (if available) |
| 10 | r | 2.0 |

10. [] Save

g. [] The system shall provide an option for the user to record a "pre-Recorded Greeting", in their

voice to be played upon call answer. This feature will allow the call taker to be in a "listen" mode, rather than a "talk" mode. Multiple greeting shall be available to the user based on the line type, such 9-1-1, seven-digit emergency or administrative.

h. [] The headset/handset volume shall be adjustable via software. Adjustment shall be possible by a simple "point and click" procedure. Volume adjustments shall follow the user to the position once they log-on, and shall not require readjustment due to the previous user.

25. [] Call transfer

Call transfer must occur immediately with a minimal number of screen touch, keystroke, or mouse clicks. User and supervisor functions associated with normal call taking and monitoring must apply to transfer calls. Users must be capable of transferring calls manually and/or through speed dial functions from the keyboard and/or mouse. Once the user affects the transfer, the call must transfer without regard to the trunk or line status. If internal to the system, notification of the incoming transferred call must be provided on the console screen of the respective user to whom the call was transferred. The user originating the transfer point. If internal to the system, the transfer the call up to the point the call is answered at the transfer point. If internal to the system, the transferred line must be noted on the originating users and all subsequent users consoles until the call is complete. Call data must be maintained for calls transferred within the system throughout the duration of the call without regard to number of transfers.

26. Intercom

- a. [] The system shall provide an internal position to position intercom Users and supervisors shall have the capability to select whether the intercom audio is routed to an external speaker at the workstation and/or the handset at each workstation. Use of the intercom feature must occur with a minimal number of keystrokes, or mouse clicks.
- b. [] The system shall provide an all position (station) intercom. Users and supervisors shall have the capability to select whether the intercom audio is routed to an external speaker at the workstation and/or the handset at each workstation. Use of the intercom feature must occur with a minimal number of keystrokes, or mouse clicks.
- 27. The NG 911 Hosted Telephone System shall provide management with the ability to control and program the following features:
 - a. [] Automatic Call Distribution (ACD) With Call Routing based on:

- 1. [] Script based Routings
- 2. [] Skills based Routing
- 3. [] Network Call Routing
- 4. [] Longest Idle Period
- 5. [] All phones
- b. [] The ability to set up and manage call queues such that call routing can be programmed by queue. Example: a 911 call is received and queued to go to the call taker with the longest idle time. However, all call takers a busy the call is then sent to all dispatch stations for answering.

28. Enhanced Wireless

- a. [] The system must provide a method for formatting the ALI for calls with 20 digit ANI (CAS) and 10 digit (NCAS) so the Calling Party Number (CPN) appears in the same location as it does for landline calls. This formatting, or "normalizing", must provide the CPN to the ANI Callback list for CAS and NCAS calls received.
- b. [] The system must also provide the CPN to a third-party CAD application, which uses the CPN as the CAD incident number. This is to ensure that the CAD incident number for wireless calls is based on the actual CPN, not a non-dialable number (pseudo-ANI or ESRx).

29. [] IP ALI

The system must be capable of connecting to the ALI service provider using a TCP/IP connection.

30. [] IP CAD

The system must provide a means for CAD data to be sent to third party applications via a TCP/IP connection from the NG 911 Hosted Telephone System workstation. The system must also be capable of sending the data to one or multiple IP addresses.

31. [] Enhanced Alarming

The system must be capable of sending (visual and/or audio alarms to an external monitoring service that will notify the user when a system or user module is no longer functioning properly.

32. [] Call Detail Records

The system must be capable of creating call detail records and system event records with the information gathered from the 911 Telephone System's workstations in the event that a call center's quality of service comes into question. These records can then be used to audit the events of the call in order to determine if processing occurred in a reasonable fashion. The records must be capable of being sent to a number of different destinations, such as to a printer to create a hard copy or to 911 Telephone System's database. Any call event information that cannot be sent successfully to the NG 911 Hosted Telephone System database must be stored at the workstation. The NG 911 Hosted Telephone System must also be capable of recovering this unsent event information and creating a special recovered call detail record.

33. [] Sharing ALI Information

The system must provide two channels to share ALI information with other applications, such as a mapping or CAD application.

34. Private Ringing/Shared Private Ringing

The system must support two additional ring types: PVR and Shared PVR.

- a. [] Private Ringing (PVR) types allow for the assignment of private Central Office telephone numbers to a selected telephone. This allows the station to receive an incoming call and to dial out without dialing special digit(s) to access an outside line.
- b. [] Shared Private Ringing (Shared PVR) types allow for the assignment of private Central Office telephone number to multiple telephones in a call center. This number is assigned to a single Central Office line but it can be picked up from multiple phones.

35. [] Station Lines

The system shall support a minimum of six (6) lines at each station. Four are required for implementation with two available for future requirements. Each station shall have the following lines:

911 Emergency Line - capable of being answered by all positions, Admin Line – capable of being answered by all positions, Private Line – capable of being answered only by the position, Semi-private line – capable of being answered by all positions, Two lines are open for future requirements.

36. [] Enhanced ALI Display

The system must provide for at least 100 viewable saved ALI requests per user session. In addition, all non-manual ALI requests must be automatically saved for the duration of the user session.

37. [] ALI Fax

The system must be capable of allowing agents and supervisors to fax a call's ANI, ALI, and TTY information to multiple remote locations. The fax should be capable of being sent manually or automatically when a call is transferred. Faxes should also have the capability of being sent to specific locations based on the Emergency Service Number (ESN) received with the call. In addition, system administrators must be able to monitor fax activity within the call center.

38. [] ALI Page

The system must be capable of allowing agents and supervisors to automatically send a call's ANI, ALI, and TTY information to one or more pagers whenever a specified dial string is dialed. Users must be able to specify which pagers are notified when a particular Dial Sting and ESN are selected at the workstation. In addition, system administrators must be able to monitor paging activity or send a manual page to verify the service is working.

39. Call Center Monitoring / Management Tool

The system must provide for a call center monitoring / management tool that allows a specified user to monitor and manage the call-center in real-time. The system must be capable of providing the following:

a. [] System Information

The system must provide real-time system information including queue name, number of calls in queue, longest waiting call, average wait time, positions staffed, positions not-ready, and positions idle.

b. [] Agent Information

The system shall provide comprehensive agent information in real-time, including console and agent ID, agent name, logged-in time, ACD state, ACD time in state, call state, call state time.

- c. [] Threshold Alarming The system shall allow supervisors to set up alarms on any single or combination of events.
- d. [] Call Control

The system shall notify the supervisor positions when thresholds have been exceeded and/or the Network Operations Center notified. The system shall identify the line type and threshold exceeded.

e. [] Flexibility

The system must provide a standard framework to allow flexibility in interfacing with other call-center applications.

40. Queue Threshold Displays

- a. [] The system shall provide 911 Emergency Line queue information on an large overhead marquee viewable throughout the center. This shall display the number of 911 calls in the queue and the time the longest ring call has been in the queue, the number of operators answering 911 calls. The marquee shall be displayed in list format.
- b. [] The system shall display at the work stations the number of 911 calls in the queue and the

time the oldest call has been in the queue. It shall display either the number of operators on 911 calls or a list of calls ringing and in progress.

c. [] The system shall provide an option by line type and threshold of queue information for each call queue to be displayed at each workstation similar to reader board functionality.

41. Queue Management

- a. [] The system must provide the capability to immediately answer with a minimal number of keystrokes, or mouse clicks from any screen the longest ringing trunk or line in queue. The system must denote the trunk or line type and priority.
- b. [] The system must readily identify the trunk and/or line and type of the highest priority unanswered call in each trunk and/or line type group.
- c. [] The system must automatically queue calls by priority for the longest ring. e.g. every priority one (1) call will be answered in order of ring duration before any in subsequent priorities are answered regardless of ring duration between priorities.

42. Speed Dial

- a. [] The system must include the capability to preprogram a nearly unlimited quantity of numbers into a speed dial function for the purpose of reducing the time necessary to connect to another party over the telephone network. Selecting a number from the speed dial group must be accomplished from an object button or with a minimal number of keystrokes, or mouse clicks. Speed dialing shall be capable of performing primary and secondary dialing for dialing, transfers, conferences, and other functions, such as, long distance access, card numbers, and pin access.
- b. [] Speed Dial Libraries shall be stored in a database that resides either on a local drive, network drive, or a combination of both and shall include the following at a minimum:
- c. [] Speed dial locations shall be displayed as a button. Each button shall provide access to either a single entry, a group of entries, or a group of groups.
- d. [] Management shall have the ability to assign the descriptive label that appears on the buttons and have the ability to assign icons for each button.
- e. [] Users shall have the ability to search the speed dial library for a given entry by typing the first few letters of the entry.
- f. [] Speed dialing shall support the ability to dial alphanumerically.
- g. [] Speed dial access shall be available by either a simple mouse click, keyboard entry, or a combination of both.

43. [] Status

User and Trunk/line status functions must be available to users, supervisors, and maintenance personnel if granted access to these functions by the system's administrator.

44. [] Trunk/line

The system must provide trunk and line status from any console in the system. Information such as active, on hold, available, working user, working position, call duration, and other call specific information must be provided.

Bidders shall indicate what provisions are included in the proposed System interface that will assist individuals who may have difficulty distinguishing between standard color shades in identifying line status, such as incoming call, held call, steady call, and/or active call.

45. [] User

The system must provide user specific information upon command. Information such as number of calls taken, trunk or line status by user, special qualifications, working assignment, and other related, operator specific information for users logged onto the system at the time of inquiry must be provided.

46. [] Supervision/system administration

Supervisors and/or system administrators must have current system and user specific information available to them from any console upon command. Information must be readily accessible, easy to retrieve, current, accurate, and changeable.

47. [] Changes

The system must provide supervisors and/or system administrators the capability to affect systemic changes from **every** console on the system at both the primary call center and the backup call center from a single location. User assignments and qualifications, trunk and line availability, trunk and line prioritization, and other administrative functions must be available.

48. [] Position

The system must provide supervisors and/or system administrators the capability to monitor call status for every position in the system. This includes the position designation, the number of calls taken, active calls, calls on hold, and other call related information.

49. [] Trunk/line

The system must provide security settings the allow supervisors and/or system administrators the capability to monitor the status of all trunks and lines, monitor conversations of multiple trunks and lines, reassign, transfer calls, and other supervisory functions.

50. [] Barge-In

The must provide the capability to interrupt conversations, "barge-in" on in-coming and out-going calls. The station originating with the interrupted call must visually display that the call is being interrupted.

51. System alarm notification

a. [] Supervisors and maintenance personnel

The system must provide supervisors and/or maintenance personnel the capability to query the system for fault(s) and affects on the system. An alarm history with queries, reporting, and printing must be available.

b. [] Users

Users logged onto the system must receive visual notification at each position of telephone system alarms resulting from minor and/or major faults in the system. Single system-wide Audible notification through a central alarm bell is not acceptable. A minimal number of keystrokes, or mouse clicks must exist to extinguish audible alerts regardless of the user's position in the application at the time of the alarm.

52. [] TTY and TDD identification

The system must internally, without user intervention, immediately recognize incoming TTY and TDD calls and immediately activate functions germane to TTY and TDD calls. TTY and TDD calls must have the same recording and reporting capabilities as voice calls.

- 53. The TTY / TDD function shall provide the following features:
 - a. [] The system shall provide for "canned" predefined messages based on incident type, i.e., POLICE, FIRE, EMS.
 - b. [] The system shall provide management with the capability to configure and script the predefined messages based on the incident type, such as, but not limited to, POLICE, FIRE, EMS.
 - c. [] The system shall provide the ability to search for predefined messages.

- d. [] The system shall provide the ability to assign predefined messages to "hot keys", i.e., F1-F12, or a CTRL key combination.
- e. [] The system shall provide a single window for viewing transmitted and received TDD characters and a separate window for viewing pre-canned messages.
- f. [] TDD/TTY text must be saved to the master call record database and be available for reporting and printing.

54. User setup

a. [] Colors

To save the operator valuable time, the system shall provide for a more than adequate supply of "canned" predefined messages based on incident type, i.e., POLICE, FIRE, EMS. The system must permit the administrator to select and change screen colors for those features not systemically predetermined by color.

- b. [] Features and functionality The system must permit the administrator to select and change system features such as but not limited to: screen layout; button size, location, color, and type; mouse speed and arrow size; pre-recorded voice greetings, etc. System features selectable by the administrator must be listed in the response.
- c. [] System Access Levels

The system must provide a multiple levels of system access for administrators, supervisors, and users. Unique system access level setting for each authorized user is most desirable. Administrators must be provided the capability to access, add, change, delete, etc. every feature, function, and parameter in the system. The system must provide a selectable subset of administrator functions for supervisors and users. Bidders shall state the number of access levels available.

d. [] System Security

The system must provide the capability for system users to securely log onto the system by using a user ID and user-selected password. Log on must not take more than five (5) seconds from the time the log on screen is properly completed and entered.

55. Records Management and Reporting

Use of Records Management and Report functions shall not negatively impact NG 911 Hosted Telephone System's operational performance.

a. [] Functionality

The records management functions in the system are critical and must be standards-based. Information such as but not limited to the following events must be provided. Accurate daily call count by trunk and line, calls per hour, average mean answering time, average call duration, call distribution, and other call related information. Information must be reportable by user, position, trunk/line, etc. A finite set of predefined and pre-programmed reports must be available to users and supervisors. Ad hoc reporting must also be provided. Report writing must follow standard, SQL-based report writing syntax, and be user friendly in nature. Use of object-oriented technology is encouraged.

b. [] Record review and report

Record review and report writing functions must be available to users, supervisors, and maintenance personnel if granted access to these functions by the system's administrator. The additional use of password protection is required for records review and report writing.

At a minimum the system shall provide the ability to generate reports:

- 1. [] based on position(s)
- 2. [] based on agent(s)
- 3. [] based on trunk(s) or line(s)
- 4. [] based on groups of positions
- 5. [] based on groups of trunks or lines
- 6. [] based on time of day
- 7. [] based on shift
- 8. [] based on day of week

- 9. [] based on week
- 10. [] based on month
- 11. [] based on quarter
- 12. [] based on abandoned calls
- 13. [] based on outbound calls
- 14. [] based on inbound calls
- 15. [] based on duplicate callers
- 16. [] based on call duration, time of answer, time of hold, time of talk
- c. [] Auto-schedule report generation

The system shall have the ability to schedule report generation at set time(s) during the day for all predefined reports.

56. [] Ad hoc reporting

Users, supervisors, and maintenance personnel must be provided the capability to query the database, and create and print reports in an ad hoc fashion.

- 57. The Records Management and Reporting Component must incorporate the E-911 call data records for the ability to research and identify:
 - a. [] ANI Caller's Telephone Number
 - b. [] ALI Caller's Address Information
 - c. [] TDD Text
 - d. [] Any supplemental information received in the ALI record such as but not limited to, Emergency Service Number, Business, Residence
- 58. [] Data integrity is of critical importance owing to the nature of the data. <u>All</u> data elements received by the NG 911 Hosted Telephone System must be stored in a database and available for reporting.
- 59. Reporting and Printing
 - a. [] Reports must be able to be directed to print on a printer of choice.
 - b. [] Query Language

The use of SQL-based reporting is required. Bidders proposing systems that use proprietary query languages must explain the reasons for such use, and their commitment to support and modification of the language.

c. [] Type

The bidder must describe the type of records management and reporting system proposed. Specific information regarding the system's capabilities and limitations must be provided.

d. [] Exporting

All reports must be exportable in spreadsheet and word processing formats. Bidder shall specify spreadsheet and word processing formats available for example Microsoft's Excel and Word.

e. [] Text Messages

The ability to access and store text messages in the recording system must be provided.

- 60. Basic Records Management and Reporting System "standard" reports shall include a variety of "standard" reports providing information on:
 - a. [] Hourly and daily system overview reports, including inbound calls, outbound calls, abandoned calls, cellular calls, 9-1-1 calls, admin calls, etc.
 - b. [] Agent overview report, indicating total number of calls handled,

percentage of total number of calls, and average ring, talk, and hold duration pre-agent,

- c. [] Duplicate Caller report,
- d. [] Abandoned Caller report,

- e. [] Ability to identify which party (caller or called) terminated the call
- f. [] Ring Time Statistics, including the time the call was received, began ringing, was answered, call was ended, which party terminated the call.
- g. [] Trunk & Line Utilization
- h. [] Viewing Records and reports must be viewable from the screen.
- 61. Records Management Call Processor
 - a. [] The Call processor must provide supervisors and other management staff with a tool to manage the call processing and agent capabilities within the PSAP as well as provide them with comprehensive management and reporting features. The tool must be capable of providing management with real-time call center statistics as well as historical statistics, as well as provide an easy-to-use interface to help manage agents.
 - b. [] The tool must use a browser architecture where the client component can be maintained on the server.
 - c. [] The tool must be easy to use and provide a point-and-click interface.

d. The tool must provide a number of canned, standard reports such as:

- 1. [] Skill set Performance
- 2. [] Agent Performance
- 3. [] Trunk Performance
- 4. [] Call-by-Call Statistics
- 5. [] Supervisor Properties
- 6. [] Agent Properties
- 7. [] Agent by Supervisor Properties
- 8. [] Agent Skill set Properties
- 9. [] Agent Supervisor Assignment
- 10. [] Agent Skill Set Assignment
- 11. [] Network Application Properties
- 12. [] Network Application Performance
- 13. [] Network Incoming Calls
- 14. [] Network Outgoing Calls
- 62. [] In addition, the tool must provide for ad-hoc reporting that allows for the creation of customized reports.
- 63. Agent/Supervisor Call Handling Features such as:
 - a. [] Agent Queuing
 - b. [] Agent Priorities
 - c. [] Alternate Call Answer
 - d. [] Not Ready
 - e. [] Make Busy
 - f. [] Display Waiting Calls
 - g. [] Supervisor Key
 - h. [] Emergency Key
- 64. [] Bidder shall provide a Warranty on all network, hardware and software components for twelve (12) months from the user acceptance date.
- 65. Support Requirements
 - a. [] The Bidder shall propose an optional extended service agreement for the entire system maintenance and support including all software, hardware and network for a

period of five (5) from the end of the Warranty.

- b. [] The Bidder shall guarantee the availability of technical support for the five (5) year Support Period.
- c. [] The Bidder shall provide all software upgrades on a regularly scheduled basis for all software provided as part of the NG 911 Hosted Telephone System.
- d. [] The Bidder shall provide emergency 24-hour, seven-days-a-week technical support for all hardware and software with a guaranteed response time of thirty (30) minutes via telephone and two (2) hours on-site, if require.
- e. [] Bidder shall specify their non--compliance penalty should they fail to meet these Support Requirements.

NOTE: Proposals that do not include a guaranteed response time of thirty (30) minutes via the telephone and two (2) hours on-site with non-compliance penalties will be considered non-responsive proposals and will not be considered.

3. 20 Narrative Questions

- 1. Describe in detail the function and operation of the proposed telephone call management system.
- 2. Describe in detail the hardware architecture of the proposed telephone call management system.
- 3. Describe in detail the software requirements of the proposed telephone call management system.
- 4. Describe in detail the capacities of the proposed telephone call management system.
- 5. Describe in detail the real-time monitoring capabilities of the proposed system, including user and trunk/line status
- 6. Describe in detail the supervisor and system administration capabilities of the proposed system.
- 7. Describe in detail telephone call management support provided directly by your company.
- 8. Describe in detail telephone call management support provided by subcontractors.
- 9. Describe in detail telephone call management problem and escalation procedures.
- 10. Describe in detail the options available for taking supervision of a call, with supervision defined as the ability to control answering the call, and the ramifications of each supervision option available on the data available for reporting.
- 11. Describe in detail the capability of the primary and backup telephone call management system to operate as a single image and as standalone systems.
- 12. Describe the network infrastructure required for a fault tolerant network to support the NG 911 Hosted Telephone System.
- 13. Describe in detail the network infrastructure required between the Primary 911 Center and the Backup 911 Center, including bandwidth, protocol, type of connection and OSI layer utilized.
- 14. Describe in detail the system alarm notification capabilities of the system
- 15. Describe in detail the process (how and when) information is sent from the 911 Telephone System to the Computer Aided Dispatch System.
- 16. Describe in detail the Automatic Call Distribution (ACD) including manufacturer, function and features.

- 17. Describe in detail how the ACD integrates with the proposed telephone system.
- 18. Describe the ACD support for the call routing and skill based routing.
- 19. Describe the ACD support for Supervisor monitoring.
- 20. Describe in detail the system's capabilities to support the ACD function between networked sites.
- 21. State the name of the manufacturer of the proposed management reporting system.
- 22. Explain how the reporting system integrates with the proposed solution.
- 23. Provide a description of the reports included in the system including: Agent Statistical Reports Daily Statistical Reports Queue Statistical Reports Split Statistical Reports System Statistical Reports Trunk Statistical Reports
- 24. Describe the steps required to generate the reports
- 25. Describe the ability to produce ad hoc reports
- 26. Describe the storage capabilities of the proposed report generation package.
- 27. Describe any system limitations on reporting, such as storage capabilities and time frames for report generation.
- 28. Describe in detail reporting system support provided directly by your company.
- 29. Describe in detail reporting system support provided by subcontractors.
- 30. Describe in detail reporting system problem and escalation procedures.
- 31. Describe the telephone console and its capabilities to be used in a system failure and emergency/fallback operation.
- 32. Describe how the telephone consoles are connected to the system.
- 33. Describe in detail workstation hardware support provided directly by your company.
- 34. Describe in detail workstation hardware support provided by subcontractors.
- 35. Describe in detail workstation hardware problem and escalation procedures.
- 36. Describe in detail workstation application support provided directly by your company.
- 37. Describe in detail workstation application support provided by subcontractors.
- 38. Describe in detail workstation application problem and escalation procedures.
- 39. Describe in detail telephone call management system hardware support provided directly by your company.
- 40. Describe in detail telephone call management system hardware support provided by sub-contractors.

- 41. Describe in detail telephone call management system hardware problem and escalation procedures.
- 42. Describe how the system will comply with standards as they emerge for such core NG 911 functions such as but not limited to:
 - a. Emergency Call Routing Functions (ECRF)
 - b. Emergency Services Routing (ESRP)
 - c. Emergency Call Routing Proxy (ECRP)
 - d. Border Control Function (BCF)
- 43. Describe how frequently system software updates or upgrades will be available or provided to Cobb County and identify any incremental cost to the County for such software updates or upgrades.
- 44. Describe the proposed non-compliance penalty for failing to meet the support service level specified.

3.30 NG 911 Hosted Telephone System Specific Requirements.

Cobb County's Public Safety Answering Points (PSAP) NG 911 Hosted Telephone System. A proposal for a hosted solution must respond to the software functions, processes and features in paragraph's 3.10 and 3.20 of this RFP. In addition, address the following hosted specific requirements as Yes or No.

- 1. The network must be:
 - a. [] IP based,
 - b. [] A minimum of two totally redundant paths into the Cobb County Primary and Backup 911 Centers, provided by different carriers with divergent paths, The proposed network must have no single point of failure.
 - c. [] Capacity to handle the current call volume,
 - d. [] Scalability to allow for increase call volume of 10% per year for the length of the agreement,
 - e.. [] Reliability the Bidder **must guarantee a 99.999%** network availability with penalties for non- compliance.
- 2. The hardware (customer based and Bidder based) must be:
 - a. [] Current manufacture, i.e. must be in the first half of its sales life,
 - b. [] Fully warranted and supported by the bidder for the length of the agreement,
 - c. [] Bidder shall provide on-site customer support within two (2) hours of being notified by customer of a problem, which cannot or has not been remotely corrected by bidder.
 - d. [] Bidder agrees to refresh all supplied hardware and software, customer based and/or Bidder based as necessary to maintain 99.999% guaranteed reliability with penalty for non-compliance.
- 3. [] The bidder shall guarantee a 99.999% system availability. System shall mean all components proposed that make up the hosted solution, network, hardware and software. The guarantee to be meaningful must include proposed penalties for non-compliance.

NOTE: Proposals for a hosted solution that do not include the 99.999% system availability guarantee with non-compliance penalties will be considered non-responsive proposals and will not be considered.

4.02 **Proposal Contents**

Each proposal shall include a description of the software, hardware, network, operation and services necessary to meet the requirements to implement a Next Generation 911 Hosted Telephone System. The proposal is not complete unless it contains both a Proposal Response Section and a Cost Section as described. A proposal that

lacks either a Proposal Response Section or a Cost Section will not be evaluated and therefore will not be eligible for contract award.

The proposal shall include a proper response to each requirement contained in **Section 3 – Public Safety Next Generation 911 Hosted Telephone System Functions** of this RFP. Bidder shall return the forms provided in Section 3 with responses marked as detailed in Section 3.10, 3.20 and 3.30. The proposal should also include any additional comments necessary to fully describe the functional capabilities of the proposed system, and give enough technical detail to allow the evaluation team to assess the feasibility of the proposed approach.

The Proposal shall include the following statement:

"This proposal represents all costs to cover and include all labor and supervision, materials, equipment, machinery, apparatus, tools, services, transportation, and all other facilities, licenses, permits, taxes, fees, charges, excises, services, expenses and incidentals of any description whatsoever necessary to perform, complete and operate in a professional manner and to the complete satisfaction and approval of the Cobb County Government, free from all liens or claims of laborers, material, suppliers, or subcontractors and in conformity in all respects with all applicable federal, state, county or municipal laws, ordinances, rules or regulations, all working things contemplated by the RFP in contract."

It shall be clearly understood that, although the cost of the system is important, the overriding cost consideration will be the total anticipated cost of installing, operating, and supporting the system over its life-time, including ultimate replacement considerations.

In addition, the Cost Section shall include hosted options only. Prices quoted by proposal shall be firm and best prices. Prices for expansions/upgrades of each/all components of the proposal shall be included and guaranteed as "not to exceed" pricing for **five** years from contract signing.

5.0 Hardware and Software Environment

This section presents the requirements for the County's hardware and software standards. As this system will be hosted by the Bidder, not all of these standards may be applicable.

5.10 County Standards

County infrastructure standards for servers, communications, security, databases, desktops, laptops, and mobile devices are;

Administration standards:

- No device or system shall require administrator rights to operate in the production environment.
- Administrator or root privileges to servers for executing any software in the production environment is prohibited.

The County Standards for server operating systems are:

- Solaris 11 or higher,
- AIX 7.1 or higher,
- Windows Server 2008 R2 or higher
- Linux RedHat V5 64 bit only.
- ESX ESXi V 4.1 or higher.

The County standards for the desktop environment are:

• Microsoft Windows XP SP3, Windows 7 SP1 or higher

- MS Office 2007 and higher
- Microsoft Outlook 2007 or higher
- Microsoft Visio
- Internet Explorer 7 or higher
- The ESRI ArcGIS Product Suite Version 10.0 or higher

The County standards for ad-hoc reporting are:

- Oracle[©] Apex 4.1 or higher
- MS SQL Server 2008 Reporting Services or higher
- Crystal Reports

The County standards for database management system are:

- Oracle 11g or higher ©
- SQL Server 2008 R2 or higher

The County standards for TCP/IP network protocols communicating externally are through:

- Port 80
- Port 443
- Any other ports must be approved by Cobb County Network Security

The County standards for network communication are:

- Ethernet
- Wireless 802.11g/n
- Wireless Cellular Broadband
- EIGRP routing.

The County Backup standard is:

• Tivoli Storage Management version 6.2 or higher

The County Communications and Security standards are:

- Communications devices Cisco.
- Telephony System Cisco Call Manager v7.1.
- Wireless encryption WPA2 with AES encryption.
 - Not all wireless SSID's are broadcast throughout the County's 802.11 network.
- Publically accessed web servers must reside in the County's DMZ with applied security filters.
- Databases are not allowed in the DMZ.
- Devices with internal or attached dial-up modems are not allowed on the County network
- Cloud based services, i.e. software, file sharing, infrastructure, platform, etc. be approved by the Director.
- Non-County owned devices accessing the County network must be approved by the Director.
- Mobile devices attaching to the County network must be NetMotion compatible.

The County standard for data wiring is:

- Systimax Certified Category 6e GigaSpeed XL unshielded twisted pair cable blue (2081)
- Systimax MGS400 Series white jacks
- Systimax 1100GS3 patch panels.

The County standard for voice wiring is:

- Systimax Certified Category 6e Plenum rated unshielded twisted pair cable white (2061)
- Systimax 110 connecting blocks (110C-4 or 110C-5)
- Systimax 110 Wiring blocks (110AW2-100 or 110AW2-300)

The County standard for Jacks and Faceplates is:

• Faceplates – M12L-246, M13L-246, or M14L-246 White

5.20 Data Retention

The Cobb County 911 Communications Bureau desires to maintain the call and statistical data for a minimum of five (5) years. The hardware should be sized to maintain five (5) years of data available for immediate access based upon the current call volume with a five (5) percent increase each year.

5. 30 Interface to Existing Systems

The proposed system shall interface into existing systems running other applications for Cobb County as well as provide an interface that can input data into and extract data from the proposed system by existing Cobb County systems. This includes the following systems among others as defined by Cobb County:

- PremierCAD (CAD) Current System upgrading to PremierOne (CAD) during 2013
- Spectracom Netclock with Ethernet Time Server
- Motorola Gold Elite 800 MHz Radio Consoles
- Nice Inform recording system

5.40 Reliability

This system requires extremely high reliability in all components. There shall be no single point of failure in the proposed system. The Bidder shall describe in detail the steps taken to ensure the highest possible level of system availability. The system proposed shall provide a guaranteed minimum 99.999% per year of system availability.

5.50 Workstation Configurations

The bidder shall provide workstation configurations conforming to the County standards.

6.0 Professional Services

This section describes the services to be provided by the successful Bidder in the course of implementing and supporting the systems.

6.10 System Definition

The proposal should include an executive summary describing an overall implementation plan. The successful Bidder shall develop detailed plans to be included as deliverables in the contract. The Bidder should offer a feasible plan for rolling out the NG Hosted 911 Telephone System to the Cobb County 911 Communications Bureau.

The Bidder must include hours to evaluate the current 911 telephone system processes and procedures so that they may suggest methods to most effectively and efficiently utilize the proposed hosted olution.

6.20 Project Management

Cobb County uses the Project Management Institute's (PMI) Project Management Body of Knowledge Guide (PEMBOK) methodology as a project management best practice.

The Bidder should describe their experience in implementing and managing projects using PEMBOK or a similar project management methodology.

The county is particularly interested in how the Bidder's project management approach utilizes the following or similar key process groups when implementing a project. Also, the Bidder should provide documentation which shows their understanding of the application of such documents within each key process group.

1. Initiating - Setting up the project for success by identifying the right team (especially the project manager) and scope, as well as determining the relationship between the project and its alignment with the client's overall objectives.

2. Planning – Developing the relevant resources, timelines and milestones, and aligning project deliverables to business priorities (i.e. risk management, communications, quality, cost/budgeting, duration and sequencing, external dependencies).

3. Executing – Assigning a project team and distributing information to ensure the proper project activities are undertaken. This process also includes ensuring quality assurance methods are in place to address change management.

4. Controlling and Monitoring – Ensuring the resulting project activities is in check with the original project charter and plan, and risk from uncontrolled external actions is mitigated.

- a. Monitor quality, costs and schedule;
- b. Manage stakeholder relationships, risk and contract monitoring;

c. Identify discrepancies (or variations) within the project schedule to ensure project schedule is met.

- d. Ensure proper project communications
- 5. Closing Making sure you have delivered everything expected of the project.

6.30 Staff Training

The Bidder shall prepare a training plan for County staff that will enable them to operate the system. This plan shall include any courses to be provided off-site, classroom training, and on-the-job training necessary. Describe any prerequisite knowledge or skills required. When possible, training should be done on-site, but it should not be at the expense of training that would be better suited with off-site training. Any costs for training should be covered in the per item cost of the system operation.

6.40 Training Manual

Bidder shall recommend best practices on the use of the system. The Bidder shall provide solution documentation during project for these recommendations. This documentation should be available for both CCPD and pawn shop operators.

6.50 Training and System Testing

The types and amounts of user training that will be supplied at no additional cost shall be described. The Bidder shall include a plan that results in acceptable training for system operation which takes place in a training environment provided by the Bidder.

6.60 Documentation

Please list all reproducible copies of documentation that will be provided prior to final system acceptance. For example:

- 1. User training manuals for all transactions and functions supported
- 2. Equipment manuals

6.70 Project Schedule

The Bidder shall provide a project implementation plan with Gantt chart showing estimated starting and ending times for each major activity within the project. The implementation plan and the timetable for this rollout should be based on the Bidder's previous experience and industry best practices. A Statement of Work should be included that defines the level of responsibility for each major activity for both the Bidder and the County. The project implementation plan should also detail what work will be done onsite versus remotely.

Prior to contract signing, the successful Bidder will resubmit the draft project implementation plan as indicated above with starting and ending times established.

7.0 Evaluation Methodology

All complete proposals shall be evaluated according to the guidelines set forth in this RFP. The lowest priced proposal will not necessarily be the one selected, as cost is only one of the factors that will be considered. The evaluation team will complete their assessments of the merit of each proposal but the criteria below are not in weighted order.

- 1. Cost The entire cost of the project shall be evaluated including costs for software acquisition, user licenses, planning and implementation, hardware and infrastructure and annual operation.
- 2. System Functions The system functionality satisfactorily meets the needs of the Cobb County Information Services Department.
- 3. Ease of Use The system and administration navigation is based on common GUI-based applications. The duration and breadth of training and documentation that is offered for the solution.
- 4. Transmission of Data –System has been demonstrated to interface with existing applications or similar solutions.
- 5. Bidder Reputation and Ability The Bidder has a reputation and track record that is satisfactory to Cobb County.
- 6. Met Criteria of the RFP The Bidder has sufficiently responded to all aspects of this RFP.

8.0 Additional Requirements

8.10 System Acceptance

The system will undergo a process of certification, which shall include the following, prior to acceptance by the Cobb County 911 Communications Bureau.

The Bidder shall certify in writing to the County that the system is completed, meets all design requirements, is free of defects, accurate, correct and the total system (application, file building, back-up and recovery procedures) is ready for operation.

The Bidder shall be prepared to demonstrate all functions of the system prior to the start of user acceptance testing.

Upon receipt of the letter of certification from the Bidder by Cobb County, a sixty (60) day period of user acceptance testing will commence. User acceptance testing will include an intensive exercise of each component and module of the system simulating a normal workload. This testing will provide assurance that the various components and modules of the system operate as specified. During this period, the system shall demonstrate a total availability of 99.999% or more.

The system will be considered "unavailable" if any of the following conditions occur:

- Calls cannot be received by all specified emergency telephones,
- Any component or module capability is not available to all active telephones and workstations,
- ANI/ALI information is not transferred to the Computer Aided Dispatch System,
- The following features and functions are not operational on all telephones or workstations:
 - Barge-in,
 - Paging,
 - Four telephone appearances in operation

In addition, if the system is reloaded in entirety, either manually or automatically, the system will be assumed to be down for one full hour or actual time if greater, per occurrence. Scheduled system reloads will be counted as actual time down only.

In the event that the required level of reliability is not demonstrated at the end of the sixty day period, the County may, completely at its own discretion, allow a period, not to exceed sixty (60) days, during which the Bidder is allowed to correct any deficiencies with the system. If this extension is allowed, the Bidder shall reinitiate certification by submitting a revised letter of certification to the County within the sixty (60) day extension period specifying the corrections made to the system. The certification process described here will then be repeated. This statement of the possibility of extension in no way obligates the County to do so.

8.20 Equipment

The selected Bidder shall provide all network, server, workstation equipment and any other hardware components required to make the NG Hosted 911Telephone System operational in both Cobb county locations. For the life of the agreement, the Bidder shall be responsible for maintaining this equipment along with repairing and replacing as needed.

8.03 Software Licenses

If appropriate, the Bidder shall provide a list of software and database required to develop, maintain, and execute the proposed system including the name of the third party software, the version of the software and the manufacturer of the software. The Bidder shall maintain current valid licenses for all hardware and software required to provide the NG 911 Hosted Telephone System and service to the Cobb County 911 Communications Bureau.

8.04 System Support & Development

Obviously, system support is critical for this project. The selected Bidder will be responsible for supporting at least 100 users across the County. Additionally, extended system or equipment down time could mean that stolen items and people are not being tracked which can impact the recovery of stolen items. Therefore, system support and development is critical to this project. For system support, the Bidder shall provide responses to the items below and include any supporting documentation:

- 1. The Bidder shall provide details of product support services available during system start up and after the product is installed including details of expected training, technical support, hardware and software support.
- 2. The Bidder shall provide the normal hours of operation for support and the associated cost.
- 3. The Bidder shall describe the availability of 24-hour, seven-days-a-week emergency support and the associated cost.
- 4. The Bidder shall provide the procedure used to resolve a "system down/production critical" call from a customer.
- 5. The Bidder shall provide the Service Level Agreement standards for both equipment and technical support calls.
- 6. The Bidder shall provide the average amount of time between a report of a non-mission critical bug and the "fix" becoming available in the software.
- 7. The Bidder shall provide details of providing system maintenance on an as needed basis.
- 8. The Bidder shall provide a calendar of scheduled updates of the solution proposed.

8.05 Payment Terms

The only form of payment for this system will come in the form of an initial set-up charge to cover the cost involved with the initial set up of the hosted NG 911 Telephone System for Cobb County and a monthly operational fee for the operation and support of the system. These two fees charged by the selected Bidder should cover all costs of the system, ongoing support and necessary equipment.

8.06 Change Orders

Once a contract has been signed and statement of work defined, any changes shall be done through a formal Change Order process. Only Change Orders submitted and approved using this form will be considered as formal changes to the executed contract.

Cobb County General Instructions for Proposers, Terms and Conditions

I. Preparation of Proposals

Each proposer shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the proposer's risk, as the proposer will be held accountable for their proposal response.

Unit price for each quotation shall be shown and such price shall include packing unless otherwise specified, along with a total and grand total where applicable. In case of discrepancy between a unit price and extended price, the unit price will be presumed correct.

Each proposer shall furnish all information required by the proposal form or document. Each proposer shall sign the proposal and print or type his or her name on the schedule. The person signing the proposal must initial erasures or other changes. An authorized agent of the company must sign proposals.

Requests for Proposals (RFP) issued by Cobb County are advertised on the Cobb County Internet site (<u>www.purchasing.cobbcountyga.gov</u>) and every Friday in the Cobb County legal organ, the Marietta Daily Journal.

II. Delivery

Each proposer should state time of proposed delivery of goods or services. Words such as "immediate", "as soon as possible", etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

III. Explanation to Proposers

Any explanation desired by a proposer regarding the meaning or interpretation of the Request for Proposal, drawings, specifications, etc. must be received in writing **by 5:00 pm on December 4, 2012** for a reply to reach all proposers before the close of the bid. Any information concerning an RFP will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers.

Submit questions in writing to: Cobb County Purchasing Department 100 Cherokee Street, Suite 260 Marietta, GA 30090 Fax: 770-528-1154 Email: purchasing@cobbcounty.org

The written proposal documents supersede any verbal or written communication between parties. Addenda are posted on the Purchasing web site: <u>www.purchasing.cobbcountyga.gov</u>. Receipt of addenda should be acknowledged in the submitted proposal. It is the proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

IV. Submission of Proposals

Proposals shall be enclosed in a sealed package, addressed to the Cobb County Purchasing Department with the name and address of the proposer, the date and hour of opening, and the request for proposal number on the face of the package. Telegraphic/faxed proposals will not be considered. Any addenda

should be enclosed in the sealed envelopes as well. All bids shall be submitted on the Bid Proposal Form. Any revisions made on the outside of the envelope will not be accepted.

Unsigned proposals will not be considered.

Cobb County is exempt from federal excise tax and Georgia sales tax with regards to goods and services purchased directly by Cobb County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.

Except as otherwise provided by law, information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act. Proprietary information must be identified. Entire proposals may not be deemed proprietary.

V. Withdraw Proposal Due To Error

The proposer shall give notice in writing of his claim of right to withdraw his proposal without penalty due to an error within two (2) business days (48 hours) after the conclusion of the proposal opening. Proposals may be withdrawn from consideration if the price was substantially lower than the other proposals due solely to a mistake therein, provided the proposal was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the proposal, which unintentional arithmetic or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the proposal sought to be withdrawn. The proposer's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his proposal. If a proposal is withdrawn under the authority of this provision, the lowest remaining responsive proposal shall be deemed to be low proposal. Proposal withdrawal is not automatically granted and will be allowed solely at the discretion of Cobb County.

No proposer who is permitted to withdraw a proposal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

VI. F.O.B. Point

Unless otherwise stated in the request for proposal and any resulting contract, or unless qualified by the proposer, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until the items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

VII. Patent Indemnity

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

VIII. Award

Award will be made to the highest scoring responsive and responsible proposer according to the criteria stated in the proposal documents. The County may make such investigations as it deems necessary to determine the ability of the proposer to perform, and the proposer shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any proposal if the evidence submitted by, or investigations of such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract.

The County reserves the right to reject or accept any or all proposals and to waive technicalities, informalities and minor irregularities in the proposals received. The County reserves the right to make an award as deemed in its best interest which may include awarding a proposal to a single proposer or multiple proposers; or to award the whole proposal, only part of the proposal, or none of the proposal to single or multiple proposers, based on its sole discretion of its best interest.

Time payment discounts will be considered in arriving at net prices and in award of proposal.

IX. County Furnished Property

The County will furnish no material, labor or facilities unless so provided in the RFP.

X. Rejection of Proposals

Failure to observe any of the instructions or conditions in this request for proposal may constitute grounds for rejection of proposal.

XI. Contract

Each proposal is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the proposer and the County which shall bind the proposer on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted proposal. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a proposal containing a Cobb County "Sample Contract" as part of the requirements, it is understood that the proposer has reviewed the documents with the understanding that Cobb County requires that all agreements between the parties must be entered into via these documents. If any exceptions are taken to any part, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the proposer fully agrees to the "Sample Contract" in its entirety. The County reserves the right to make changes to the "Sample Contract".

XII. Delivery Failures

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacements of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market or rebid for articles/services of comparable grade to replace the

articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such an amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XIII. Default

The contract may be cancelled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of any contract term. An award may be made to the next highest rated responsive and responsible proposer, or articles specified may be purchased on the open market similar to those terminated or the County may issue a new Request for Proposal. In any event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on its proposal, unless extended in writing by the Purchasing Director, shall constitute contract default.

XIV. Disputes

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Director shall be final and binding, however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XV. Substitutions

Proposers offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their proposal. The absence of such a substitution list shall indicate that the proposer has taken no exception to the specifications contained therein.

XVI. Ineligible Proposers

The County may choose not to accept the proposal of one who is in default on the payment of taxes, licenses or other monies owed to the County. Failure to respond three (3) consecutive times for any given commodity may result in removal from the list under that commodity.

XVII. General Information

Sealed proposals, with original signatures, will be accepted by the County Purchasing Department at the time, place, and date specified. One (1) original and five (5) hard copies and (1) CD of the proposal must be submitted, complete with a cover letter signed by an official within the organization who has

authority over project negotiation.

These proposals must be in accordance with the purposes, conditions, and instructions provided in this RFP. The Cobb County Board of Commissioners assumes no responsibility for proposals received after the submission time, whether due to mail delays or any other reason. Proposals received after the submission time will be filed unopened and considered non-responsive.

As previously stated under IV, unsigned proposals will not be considered.

Cobb County reserves the right to retain all proposals submitted, and to use any idea in any proposal regardless of whether that proposal is selected. All work performed by the successful respondent shall be performed in compliance with the Americans With Disabilities Act.

XVIII. Uniformity of Proposal

To facilitate comparative analysis and evaluation of proposals it is desired that a uniform format be employed in structuring each proposal. The respondent's degree of compliance with the requirements of the RFP will be a factor in the subsequent point-based evaluation of the proposal. Proposals with major deviations or omissions many not be considered for detailed study. Proposals will become part of the contract with Cobb County should they be selected under the RFP.

XIX. Request Additional Information

Inquiries that must be answered in regards to the Proposal procedures or technical matters must be submitted in writing via U.S. Mail or facsimile or email to:

Cobb County Purchasing Division 100 Cherokee Street, Suite 260 Marietta, Georgia 30090 Fax: (770) 528-1154 Email: purchasing@cobbcounty.org

Cobb County will not orally or telephonically address any question or clarification regarding specifications or procedures. Cobb County is not bound by any oral representations, clarifications, or changes made to the written specification by County employees, unless such clarification or change is provided to the respondent in written addendum from Cobb County.

XX. Firm Prices

Prices quoted by proposal shall be firm and best prices. Prices quoted must be valid for a minimum of one hundred eighty (180) days from the date of bid opening.

XXI. Proposal/Presentation Costs

The cost for developing a proposal will be borne by the respondent. Cobb County is not liable for any costs incurred by the respondent in preparation and/or presentation of proposals in response to this RFP or for travel and other costs related to this RFP.

XXII. Proposal Format

Presentation of the relevant information is at the discretion of the respondent; however, the proposal must address all items identified in Section Titled, Proposal Requirements. To assist in the evaluation of proposals resulting from the RFP, it is recommended that each proposal be written in a concise and forthright manner and that unnecessary marketing statement and materials be avoided.

XXIII. Proposal Evaluation

The Evaluation process will address current requirements and consider possible future operation and maintenance needs. Both objective and subjective rationale will be involved in the decision process.

1. Evaluation Responsibility

A selection committee will coordinate the review of all proposals and will submit a recommendation to the County Manager and Board of Commissioners.

2. Presentations

During the evaluation process, the members of the selection committee may require that responding firms conduct a presentation. If required, these presentations will be scheduled in advance and limited in time. Location of the presentations will be pre-arranged.

3. Evaluation Criteria

The County will use a specific set of criteria for the qualitative evaluation of competitive proposals. The structure of the evaluation will be to assign points to each response in a number of categories. A non-response to a specific category will result in no points being awarded for that category. Final rankings will be based on a combination of price (where applicable) and qualitative factors.

See page 31, Section 7.0 for Evaluation Criteria

All proposal requirements must be met, or capable of being met by the responding firm or the proposal will be disqualified as non-responsive. It is extremely important that project schedules are met. Only those firms or teams with the necessary resources and a commitment to complete all project work on schedule should submit a Proposal.

XXIV. Multi-Year Contract Provisions

The successful respondent will be required to enter into a contract containing the provisions as required by Georgia law pertaining to multi-year contracts. The following is a sample of the provision and will be adjusted as to the term or as to the length of the contract.

This contract shall terminate absolutely and without further obligation on the part of Cobb County at the close of the calendar year in which it was executed, and at the close of each succeeding calendar year for which it may be renewed as provided in O.C.G.A. Section 36-60-13. The contract shall automatically renew for each of the remaining calendar years provided for in the contract, unless positive action is taken by Cobb County to terminate such contract, and the nature of such action shall be written notice provided to the consulting firm within sixty (60) days before the end of the initial year of the contract or each succeeding remaining calendar year.

This contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of Cobb County under this contract.

XXV. Proposal Requirements

The respondents must demonstrate competence and experience in the area of expertise outlined in this Request for Proposal.

If required, respondents must demonstrate competence and experience in public speaking and graphic presentations for the purpose of conveying project information to large and diverse community groups. Respondents should also be able to demonstrate the ability to build consensus among public and private interest groups related to this project.

XXVI. Cover Letter/Executive Summary

Respondents shall provide a cover letter or letter of transmittal to briefly summarize the company's interest and relevant qualifications for the project. This letter shall not exceed two (2) pages, and shall be signed by an agent of the responding firm who is authorized to negotiate the details of the proposed services.

XXVII. Project Team

Respondents shall provide an organizational chart for the proposed project team, as well as the relevant background and experience for every proposed team member.

XXVIII. Special Terms and Conditions

Should these General Terms and Conditions be in conflict with any attached Special Terms and Conditions, the Special Terms and Conditions will control.

XXXIV. Disadvantaged Business Enterprises (DBE): The following provisions should be carefully read to determine applicability to your business.

Cobb County Government encourages the participation of all businesses in offering their services and/or products. The Cobb County Government has the goal to fairly and competitively procure the best product at the most reasonable cost.

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. The Federal Government has long had program in place to ensure participation of DBE vendors and suppliers. The State of Georgia has established a similar program whereby DBE firms are defined, certified and made known. This effort is managed by the Georgia Department of Transportation (GDOT). More information can be obtained from GDOT web site:

1. http://www.dot.state.ga.us/eeo-div/index.shtml

The Cobb County Government addresses DBE business participation (frequency and dollar value) in the following ways:

- 1. Cobb County wishes to identify <u>all</u> DBE participation; both at the contractor and sub-contractor levels in the following ways.
 - a. DBE businesses are requested to identify such status at the time they register as a vendor.
 - b. DBE businesses are requested to identify themselves at the time they propose to do business. Please complete **EXHIBIT B** if applicable and return with bid submittal.
 - c. All businesses will receive with each Purchase Order an instruction sheet for use of the furnished *Cobb County Government DBE Participation Report*, **EXHIBIT C.** Businesses are requested to complete this report and submit it with each invoice for the time period billed.

2. Cobb County has established a <u>Disadvantaged Business Enterprise Plan</u> in accordance with the regulations of the U.S. Department of Transportation (U. S. Department of Transportation (USDOT), 49 CFR Part 26.) The Cobb County Department of Transportation is the lead agency for implementing the USDOT DBE Program for the County.

The <u>Plan</u> applies only to projects which are clearly indicated by the County.

Compliance with Georgia Security and Immigration Compliance Act PROCEDURES & REQUIREMENTS (Effective 10-28-2010 - Supersedes All Previous Versions)

BACKGROUND

Pursuant to the "Georgia Security and Immigration Compliance Act," Cobb County cannot enter into a contract for the physical performance of services unless the contractor registers and participates in the federal work authorization program to verify information of all newly hired employees or subcontractors. Neither may any contractor or subcontractor enter a contract with the county in connection with the physical performance of services unless the contractor registers and participates in the federal work authorization program to verify information of all new employees. O.C.G.A. § 13-10-91.

Before any bid for the physical performance of services is considered, the bid must include a signed, notarized affidavit from the contractor attesting to the following: (1) the affiant has registered with and is authorized to use the federal work authorization program; (2) the user ID number and date of authorization for the affiant; and (3) the affiant is using and will continue to use the federal work authorization program throughout the contract period. O.C.G.A. § 13-10-91 (b) (1). Affidavits shall be maintained for five years from the date of receipt. O.C.G.A. § 13-10-91 (b) (1).

Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of the contract or subcontract, provide Cobb County with notice of the identity of any and all subsequent subcontractors hired or contracted by that contractor or subcontractor within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit including the subcontractor's name, address, user ID number, and date of authorization to use the federal work authorization program. O.C.G.A. § 13-10-91 (b) (3).

Based upon the County's experience and desire for full compliance, no work may be commenced by any subsequent subcontractor prior to notice being received by the County that the subcontractor (regardless of tier) is in compliance with the law and the attached Procedures & Requirements, including the preparation and submission of the Contractor (or Subcontractor) Affidavit & Agreement AND the Immigration Compliance Certificate PRIOR to the commencement of any work.

DEFINITIONS

Affidavit – a written statement made or taken under oath before an officer of the court or a notary public or other person who duly has been authorized so to act.

Affiant – the person who makes and subscribes to a statement made under oath (affidavit).

Physical Performance of Services – the building, altering, repairing, improving, or demolishing of any public structure or building or other public improvements of any kind to public real property, including the construction, reconstruction, or maintenance of all or part of a public road; or any other performance of labor for a public employer under a contract or other bidding process.

PROCEDURES & REQUIREMENTS

- 1. <u>Bid Documents:</u> Bid documents should contain information regarding the contract language and contractual requirements described below.
- 2. <u>Responsive Bid Documents</u>: Responsive bid documents <u>MUST INCLUDE</u> a signed, notarized affidavit from the contractor in the form attached as EXHIBIT A (CONTRACTOR AFFIDAVIT & AGREEMENT). If the affidavit is not submitted <u>at the time of the bid</u>, the applicant will be <u>disqualified</u>.

<u>This Affidavit Must Be Signed, Notarized And Submitted With Any Bid Requiring The Performance Of</u> <u>Physical Services. If The Affidavit Is Not Submitted At The Time Of The Bid, The Bid Will Be Determined To</u> <u>Be Non-Responsive And Will Be Disqualified.</u>

- 3. <u>Contract Language & Contractual Requirements:</u> Affirmative language shall be contained in agreements for the performance of services to cover all statutory and County requirements; such language shall require:
 - (a) That affidavits in the form attached to these "Procedures & Requirements" be executed from a contractor (and any subcontractors, regardless of tier) and notarized, showing compliance with the requirements of O.C.G.A. § 13-10-91 and that such be made part of the contract and/or subcontracts;
 - (b) That the contractor (and any subcontractors, regardless of tier) fully comply with the requirements for completing and submitting the "Immigration Compliance Certification" and that such certification be received by the County prior to the commencement of any work under the contract or subcontract;
 - (c) That the contractor (or any subcontractor, regardless of tier) notify the County within five (5) business days of entering into a contract or other agreement for hire with any subcontractor(s), regardless of tier;
 - (d) That the contractor be responsible for obtaining and providing to the County the "Subcontractor Affidavit & Agreement" and "Immigration Compliance Certification" attached to and required under these "Procedures & Requirements" from each subcontractor, regardless of tier, employed or retained for work under the contract prior to the commencement of any work under the contract or any subcontract;
 - (e) That Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);
 - (f) That any contractor and/or subcontractor retaining any other subcontractor to perform services under the contract provide legal notice to any subcontractor of the requirements of Cobb County for immigration compliance and further provide notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);
 - (g) That failure to comply with any of the requirements and procedures of the County (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by County or State officials upon request; and/or failure to continue to meet any of the statutory or County obligations during the life of the contract) shall constitute a material breach of the agreement and shall entitle the County to dismiss any general contractor or to require the

dismissal of any subcontractor or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements;

- (h) That upon notice of a material breach of these provisions, the contractor (or subcontractor, regardless of tier) shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the contract, the requirement that a subcontractor be dismissed from performing work under the contract, and any and all damages permissible by law.
- 4. <u>Immigration Compliance Certification:</u> Prior to commencing work under any contract for the physical performance of services, the contractor shall complete the "IMMIGRATION COMPLIANCE CERTIFICATION" form attached to these "Procedures & Requirements" and submit the same to the County.

Prior to allowing any other subcontractor to perform work under the contract, the contractor shall obtain a completed "IMMIGRATION COMPLIANCE CERTIFICATION" from each subcontractor (regardless of tier) and submit the same to the County.

FORM ATTACHMENTS:

CONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A);
 SUBCONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A-1);
 IMMIGRATION COMPLIANCE CERTIFICATION (EXHIBIT A-2).

CONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A)

<u>This affidavit must be signed, notarized and submitted with any bid requiring the performance of physical</u> <u>services. If the affidavit is not submitted at the time of the bid, the bid will be determined non-responsive and</u> <u>will be disqualified.</u>

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA) <a href="http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD D). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

EEV (E-Verify) Program User ID Number

EEV Program Date of Authorization

BY: Authorized Officer or Agent [Contractor Name] Contractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED BEFORE ME ON THIS THE ____ DAY OF _____, 201_

Notary Public Commission Expires: ____

Effective 10-28-2010

SUBCONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A-1)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the undersigned subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on this Subcontractor Affidavit form (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

EEV (E-Verify) Program User ID Number

EEV Program Date of Authorization

BY: Authorized Officer or Agent [Subcontractor Name] Subcontractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED BEFORE ME ON THIS THE ____ DAY OF _____, 201_

Notary Public Commission Expires: _____

Effective 10-28-2010

IMMIGRATION COMPLIANCE CERTIFICATION (Required to be completed by Contractors and all Subcontractors) (EXHIBIT A-2)

I certify to the Cobb County Board of Commissioners that the following employees will be assigned to:

(Project Name/Description)

I further certify to Cobb County, Georgia the following:

- The E-Verify program was used to verify the employment eligibility of each of the above-listed employees hired after the effective date of our contract to use the program;
- We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed.
- If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee's involvement with the project.
- I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9's are accurate.
- To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States.
- If any other employee is assigned to this Cobb County project, a certification will be provided for said employee prior to the employee commencing work on the project.

To the best of my knowledge and belief, the above certification is true, accurate and complete.

Sworn to by:

Employer Name & Address:

Signature of Officer

Printed Name/Title

Date

SWORN AND SUBSCRIBED BEFORE ME ON THIS THE ____ DAY OF _____, 201_

Notary Public Commission Expires: _____

Effective 10-28-2010

EXHIBIT B

DISADVANTAGED BUSINESS ENTERPRISE (DBE) IDENTIFICATION FORM

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. If your firm is classified as a Disadvantaged Business Enterprise (DBE), please complete this form and submit with bid response or send to:

Cobb County Purchasing Department Attn: Purchasing Director 1772 County Services Parkway Marietta, GA 30008 Fax: 770-528-1154 Email: <u>purchasing@cobbcounty.org</u>

| Name of Busin | ness: | |
|-----------------|------------------------|-------|
| Address: | | |
| | | |
| | | |
| | | |
| Telephone: | | |
| Fax: _ | | |
| Email: _ | | |
| Certification N | lumber: | - |
| Name of Organ | nization Certification | |

This information is acquired for informational purposes only and will have no bearing on the award unless otherwise stated

Instructions for Completing Exhibit C Disadvantaged Business Enterprise (DBE) Participation Report

All Cobb County Government contractors or vendors are requested to complete a report descriptive of any DBE subcontractor involvement in work for which the government is making payment. If otherwise specified in an RFP/ITB or contract, additional reporting forms may be required as well.

The objective of this request is to assist in the identification of Disadvantaged Business Enterprise (DBE) business participation with the Cobb County Government and to quantify that participation.

The Cobb County Government does <u>not</u> administer a DBE Certification Program. The principle certification agency for the State of Georgia is the Georgia Department of Transportation. As a Contractor/Vendor you are <u>not</u> responsible for verification of any DBE Certification information of your subcontractor.

*** Instructions ***

1. Contractor/Vendor is furnished the one-page *DBE Monthly Participation Report* with each Cobb County Government-issued Purchase Order.

2. Contractor/Vendor completes this report for each billing period and attaches it to the invoice to then be sent to the County department/agency receiving the service or product.

3. Upon receipt of a Contractor/Vendor invoice and DBE report, the County department/agency receiving the service or product should keep a copy of the completed DBE report for their reporting process. In order to add or verify the prime contractor is registered as a DBE vendor in AMS, the County department/agency should send a copy of the DBE report to:

Cobb County Purchasing Division Attn.: DBE Report

A Disadvantaged Business Enterprise (DBE) is a firm that is under the control of someone in an ownership position (at least 51%) that:

- 1. Has membership in one or more of the following groups: Female, Black American, Hispanic American, Native American, Subcontinent Asian American and Asian-Pacific America. There may be other groups that may be eligible to be certified as DBE.
- 2. Is a U.S. citizen or lawfully admitted permanent resident of the U.S.
- 3. Has a personal net worth which does not exceed \$750,000.
- 4. The business meets the Small Business Administration's size standard for a small business. Its annual gross receipts for the three previous fiscal years cannot have exceeded \$22,410,000. Depending on the type of work the business performs, other size standards may apply.
- 5. The business is organized as a for-profit business.
- 6. The business may also be DBE eligible as a certified U.S. Small Business Administration 8 (a) program.

Exhibit C <u>Cobb County Government Disadvantaged Business Enterprise Participation</u> Monthly Report

Contractor/Vendor: Please <u>keep this blank report</u> to make copies as needed. Print or type **in the report**, **then** send the completed report to the County department/agency receiving the service or product.

County Departments: Keep a copy of this completed report and use the dollar figures to input into your quarterly DBE report to the DBE Liaison (Records Management Division). If you already have a similar reporting method of gathering the dollar figures continue to use it. Send a copy of this completed report to the Purchasing Division (Attn: DBE Report) to add or verify the prime contractor is registered as a DBE vendor in AMS.

| Submitted by: | Month Invoiced: |
|--|-------------------------------------|
| Name of Prime Contractor/Vendor | From/To: |
| Cobb County Project Name: | Bid or P.O. Number: |
| Cobb County Department or Agency receiving service of | or product: |
| Description of Purchased Service/Product: | |
| Full Contracted Amount: \$ Paymen | t amount requested at this time: \$ |
| Are YOU, the Prime Contractor a DBE Are YOUR subcontractors DBE vendors | |

Please provide information below for each participating DBE subcontractor(s).

| DBE Subcontractor Business Name | Type Service or Product Supplied | DBE Subcontractor Business/Contact Tel. Number | Actual Dollar Value of DBE Subcontractor Participation this Reporting Month |
|------------------------------------|-------------------------------------|---|--|
| | | | \$ |
| | | | \$ |
| | | | \$ |
| | | | \$ |
| | | | \$ |
| | | | \$ |

Submitted by: _____

Printed Name

Title or position:

Signature of Authorized Representative

Date Completed: _____

Exhibit D

Local Vendor Presence Affidavit

By executing this affidavit, the undersigned vendor verifies that Cobb County may require additional documentation upon award or consideration of award regarding the applicant's qualifications for LVP status. This documentation may include but is not limited to information demonstrating: (1) the applicant has a physical office located within the geographical boundaries of Cobb County or a municipality located within the geographical boundaries of Cobb County or a municipality located within the geographical boundaries of Cobb County for one (1) or more years: (2) the applicant has a current Cobb County Occupation Tax Certificate (or its equivalent from a Cobb municipality) on the closing date of solicitation for which a qualified bid has been submitted; and (3) the applicant has no outstanding or unresolved taxes, fees, fines or penalties with Cobb County or one of its municipalities. The applicant understands that failure to provide requested information may result in the County finding the applicant ineligible for the LVP program.

 Company Name

 Company Address

 Signature of LVP Applicant

 Printed Name of LVP Applicant

 I hereby declare under penalty of perjury that the foregoing is true and correct.

 Executed on ______, ____, 201_ in ______ (city), _______(state).

 Signature of Authorized Officer or Agent

 SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ______ DAY OF ______, 201_.

 NOTARY PUBLIC

My Commission Expires: _____

Signature of Notary

10 Cost Section

The following section contains the response documents, which shall be completed and submitted as part of the Proposal Response Section. Failure to complete and return this section of the RFP will be a basis for disqualification. This section must be returned on the original hard copy forms provided; in no case shall the requirements be retyped or altered in any way from those provided within. If the forms are retyped or altered in any way then the response will be disqualified. Responses shall also be recorded on the enclosed spreadsheet and returned with the proposal. In the event that the paper response and electronic response differ, the paper response will be used.

| Initial Set Up Cost | \$ |
|--------------------------------------|----|
| First Year Monthly Operational Cost | \$ |
| Second Year Monthly Operational Cost | \$ |
| Third Year Monthly Operational Cost | \$ |
| Forth Year Monthly Operational Cost | \$ |
| Fifth Year Monthly Operational Cost | \$ |

Any additional costs not included above, please describe each and the associated cost.

Company Name: _____